

City Clerk File No. Ord. 14.001

Agenda No. 3.A 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.001

TITLE:

ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 254 (PROPERTY MAINTENANCE) ARTICLE VI (MINIMUM STANDARDS FOR BASIC EQUIPMENT AND FACILITIES) OF THE JERSEY CITY MUNICIPAL CODE

COUNCIL offered and moved adoption of the following Ordinance:

- A. The following amendments to Chapter 254 (Property Maintenance) Article VI (Minimum Standards for Basic Equipment and Facilities) are hereby adopted:

ARTICLE VI

Minimum Standards for Basic Equipment and Facilities

§254-25. Through §254-27. No Change.

§254-28. Residential plumbing facilities and water supply.

- A. Bathroom facilities. Every bathroom required hereunder shall be provided with a flush water closet connected to the cold water line, and a shower or tub and a wash basin connected to running water, as set forth in Subsections C and E of this section.
- B. Connection to sanitary sewer. All plumbing fixtures shall be connected to the sanitary sewer through lines which are free of corrosion, deterioration or leaks and provide unobstructed passage from the plumbing facilities within the dwelling to the sanitary sewer.
- C. Hot and cold water. Every kitchen sink, bathroom sink and basin, tub or shower required under this chapter shall be connected to both hot and cold water lines.
- D. Maintenance of plumbing facilities. Every facility required under Subsection A of this section shall be maintained in a sanitary condition, free of defect and in operating condition at all times. Where said facility or plumbing fixtures shall be clogged, overflow or otherwise necessitate repairs, such repairs shall be performed forthwith.
- E. Supply of city water. Every facility using running water for domestic purposes within any building shall be connected to the public water supply system of the city. The water system shall be maintained in a good and operable condition at all times so that an adequate amount of water (not less than one gallon per minute) can be drawn from every installed hot and cold water faucet.
- F. Water heating facility.
 - (1) Installation; maintenance and capacity; hot water must be furnished.

- (a) There shall be supplied water heating facilities which are properly installed, are maintained in safe and good working condition, are properly connected with the hot water lines required under Subsection C of this section and are capable of supplying water at a minimum temperature of ~~[150° F.]~~ not less than 120 degrees Fahrenheit (120° F.) and at a maximum temperature of not more than 140 degrees Fahrenheit (140° F.) at all times to each hot water outlet.
 - (b) Every person, firm or corporation who shall have contracted, undertaken or shall be bound to furnish hot water to occupants of rooming houses or residences occupied by two or more families shall furnish to such occupants or tenants, at all times, 24 hours a day, seven days a week, an adequate supply of running hot water to a minimum temperature of ~~[150° F.]~~ not less than 120 degrees Fahrenheit (120° F.) and at a maximum temperature of not more than 140 degrees Fahrenheit (140° F.) at all times in accordance with anticipated need.
 - (c) Wherever a rooming house or residence is supplied with hot water from a plant or system operated under the control of the owner, lessor or agent of such rooming house or residence, in the absence of a written contract or agreement to the contrary, such owner, lessor or agent shall be deemed to have contracted, undertaken or bound himself to furnish hot water in accordance with the provisions of this article; and the presence of such a hot water plant or system, in any such rooming house or residence shall be prima facie evidence of such contract or agreement.
- (2) Side arm gas water heaters. On or before January 1, 1968, no new or used side arm gas water heaters shall be installed. No side arm gas heaters shall be permitted after January 1, 1975.
- G. In enforcing this section the Municipal Judges shall utilize the form of summons issued by the administrative office of the court. The summons may be served upon any persons, corporations, business firms and/or partnerships violating this section by inspectors ~~[or properly authorized employees]~~ of the Division of ~~[Construction Code Official]~~ Housing Code Enforcement. The Judges are further authorized by rule to provide that violators may sign or execute on the back of the summons a written plea of "guilty" and the submission of a fine for offenses of this section. The fine for any offense of this section shall be as provided in Chapter 1, General Provisions, §1-25.

§254-29. Through §254-31. No Change.

- B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- C. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- D. This ordinance shall take effect at the time and in the manner as provided by law.
- E. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

Note: All new material is underlined; words in {brackets} are omitted.
For purposes of advertising only, new matter is **boldface** and repealed matter by *italics*.

DJ/he
1/07/14

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

City Clerk File No. Ord. 14.002

Agenda No. 3.B 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.002

TITLE: AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 9902, LOT 25.01, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 334-336 & 340 THIRD STREET AND 292-294 NEWARK AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City as an area in need of rehabilitation, is authorized to adopt an ordinance to utilize tax exemptions pursuant to N.J.S.A. 40A:21-1, et seq., the Five (5) Year Exemption and Abatement Law; and

WHEREAS, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060, Section 304-6 et seq. of the Municipal Code, to allow Five (5) Year Tax Exemptions which allows the Tax Assessor to regard the full and true value or a portion thereof of certain improvements as not increasing the full and true value of certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

WHEREAS, pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code, a tax exemption for a newly constructed five (5) story building with approximately forty-eight (48) residential rental units and approximately 2,728 square feet of commercial retail space on the ground floor, and nine (9) on-site parking spaces, is permitted for a period of five (5) years; and

WHEREAS, 292-294 Newark Street, LLC, is the owner of a newly constructed five (5) story building with approximately forty-eight (48) residential rental units and approximately 2,728 square feet of commercial retail space on the ground floor, and nine (9) on-site parking spaces, located in Block 9902, Lot 25.01 (f/k/a Block 387, Lots 12, 13, 37, 38 and 39) on the City's Tax Map and more commonly known by the street address of 334-336 & 340 Third Street and 292-294 Newark Avenue, Jersey City, N.J.; and

WHEREAS, on _____, 2013, the City issued a Certificate of Occupancy for the Property; and

WHEREAS, on November 14, 2013, the owner filed an application to tax exempt the newly constructed multiple dwelling, commercial retail space on the ground floor and parking, a copy of which application is attached hereto; and

WHEREAS, 292-294 Newark Street, LLC, proposes to pay the City (in addition to the full taxes on the land, which shall continue to be conventionally assessed and taxed) a tax payment for the new improvements on the property, as follows:

- (a) 2015: the tax year in which the structure will be completed. \$0 taxes;

- (b) 2016: the second tax year, 20% of actual full taxes, estimated to be \$41,265;
- (c) 2017: the third tax year, 40% of actual full taxes, estimated to be \$75,564;
- (d) 2018: the fourth tax year, 60% of actual full taxes, estimated to be \$109,863; and
- (e) 2019: the fifth tax year, 80% of actual full taxes, estimated to be \$144,162;

WHEREAS, the Tax Assessor has determined that the full and true value of the new construction will generate an additional tax payment of \$180,203 a year; and

WHEREAS, the applicant has agreed that in the event the Citywide revaluation results in a decrease in the estimated amount of actual taxes otherwise due, then for purposes of calculating a tax payment hereunder and for the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes otherwise due; and

WHEREAS, the application for tax exemption was complete and timely filed; the application was approved by the Tax Assessor and the newly constructed multiple dwelling and commercial space are eligible for tax exemption pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code; and

WHEREAS, upon the expiration of the tax exemption, the total assessment will generate a total tax payment of \$180,203; and

WHEREAS, 292-294 Newark Street, LLC, has agreed to pay the sum of \$76,092 to the City's Affordable Housing Trust Fund.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The application, attached hereto, for a five (5) year tax exemption for the full and true value of the newly constructed five (5) story building with approximately forty-eight (48) residential rental units and approximately 2,728 square feet of commercial retail space on the ground floor, and nine (9) on-site parking spaces, located in Block 9902, Lot 25.01 (f/k/a Block 387, Lots 12, 13, 37, 38 and 39), and more commonly known by the street address of 334-336 & 340 Third Street and 292-294 Newark Avenue, Jersey City, N.J., is hereby approved.

2. The Mayor or Business Administrator is hereby authorized to execute a tax exemption agreement which shall contain at a minimum, the following terms and conditions:

- (a) tax payment on the new improvements shall be:
 - (i) Year 1: the tax year in which the structure will be completed. \$0 taxes;
 - (ii) Year 2: the second tax year, 20% of actual full taxes, estimated to be \$41,265;
 - (iii) Year 3: the third tax year, 40% of actual full taxes, estimated to be \$75,564;
 - (iv) Year 4: the fourth tax year, 60% of actual full taxes, estimated to be \$109,863; and
 - (v) Year 5: the fifth tax year, 80% of actual full taxes, estimated to be \$144,162.

The applicant has agreed that in the event the Citywide revaluation results in a decrease in the amount of actual taxes otherwise due for purposes of calculating a tax payment hereunder; during this five (5) year period, the amount due hereunder shall be calculated on the higher of the amount estimated above or the actual taxes due after the revaluation; and

(b) The project shall be subject to all federal, state and local laws, and regulations on pollution control, worker safety, discrimination in employment, zoning, planning, and building code requirements pursuant to N.J.S.A. 40A:21-11(b).

(c) If, during any tax year prior to the termination of the tax agreement, the property owner ceases to operate or disposes of the property, or fails to meet the conditions for qualifying, then the tax which would have otherwise been payable for each tax year shall become due and payable from the property owner as if no exemption and abatement had been granted. The collector forthwith ad the tax collector shall, within 15 days thereof, notify the owner of the property of the amount of taxes due.

(d) With respect to the disposal of the property, where it is determined that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property, no tax shall be due, the exemption shall continue, and the agreement shall remain in effect.

(e) At the termination of a tax exemption agreement, the new improvements shall be subject to all applicable real property taxes as provided by State law and regulation and local ordinance; but nothing herein shall prohibit a project, at the termination of an agreement, from qualifying for, an receiving the full benefits of, any other tax preferences provided by law.

(f) Affordable Housing Trust Fund: \$1,500 per unit or \$72,000 and \$1.50 per square foot x 2,728 square feet or \$4,092, for a total of \$76,092.

3. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation counsel or Business Administrator deems necessary.

4. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40a:21-11(d).

A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

C. This ordinance shall take effect at the time and in the manner provided by law.

D. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JM/he
1/06/14

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

An Ordinance Approving A Five (5) Year Tax Exemption Pursuant To The Provisions of N.J.S.A. 40A:21-1, et seq., and Section 304-9 of the Municipal Code for Property Designated as Block 9902, Lot 25.01, on the City's Tax Map and More Commonly Known By The Street Address of 334-336 & 340 Third Street And 292-294 Newark Avenue

Initiator

Department/Division	Law Department	Law Department
Name/Title	Joanne Monahan	Asst. Corporation Counsel
Phone/email	(201) 547-4230	joanne@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

292-294 Newark Street, LLC, is the owner of a newly constructed five (5) story building with approximately forty-eight (48) residential rental units and approximately 2,728 square feet of commercial retail space on the ground floor, and nine (9) on-site parking spaces, located in Block 9902, Lot 25.01 (f/k/a Block 387, Lots 12,13, 37, 38 and 39) on the City's Tax Map and more commonly known by the street address of 334-336 & 340 Third Street and 292-294 Newark Avenue, Jersey City, N.J.
The Entity has applied for a five (5) year tax exemption for the Project.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

TIER ONE (5 YEAR)
1-06-14
NJSA 40A:21-1 et seq
(Multiple Dwelling, Industrial, Commercial)

TAX AGREEMENT
FIVE YEAR/NEW CONSTRUCTION

THIS AGREEMENT made on this _____ day of _____, 20__, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey 07302, and, **292-294 NEWARK STREET, LLC, c/o Ironstate Development Co.,** [Applicant /Owner], whose principal place of business is 50 Washington Street, Hoboken, New Jersey 07030.

WITNESSETH:

WHEREAS, the Municipal Council has indicated by its intention to utilize the five year tax exemption provisions authorized by Article VIII, Section I, paragraph VI of the NJ State Constitution and the Five Year Exemption Law, N.J.S.A. 40A:21-1 et seq. for improvements and projects by the adoption of Ordinance 05-060, as amended by Ordinance 07-146; and

WHEREAS, the Applicant is owner of certain property located at 334-336 & 340 Third Street and 292-294 Newark Avenue, in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 9902, Lot 25.01 (f/k/a Block 387, Lots 12,13, 37, 38 and 39) on the Tax Assessor's Map, more commonly known by the street address of 334-336 & 340 Third Street and 292-294 Newark Avenue, Jersey City, NJ, and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

WHEREAS, on or about November 14, 2013, the Applicant applied for a five year tax exemption to construct a new mixed-use rental project consisting of a five (5) story building with approximately forty-eight (48) residential rental units and approximately 2,728 square feet of commercial retail space on the ground floor, and nine (9) on-site parking spaces [Improvements] pursuant to N.J.S.A. 40A:21-1 et seq and Section 304-12 of the Municipal Code [Law]; and

WHEREAS, the City has reviewed the application, approved the construction of the Improvements and authorized the execution of a Tax Exemption Agreement by the adoption of Ordinance _____ on _____.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I: APPROVAL OF TAX EXEMPTION

The City hereby agrees to a tax exemption for the construction of a new five (5) story building with approximately forty-eight (48) residential rental units and approximately 2,728 square feet of commercial retail space on the ground floor, and nine (9) on-site parking spaces, as further described in the Application, attached hereto as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-1 et seq. and Ordinance _____ which authorized the execution of this Tax Agreement [Law], subject to the terms and conditions hereof.

ARTICLE II: IN LIEU OF TAX PAYMENTS

The Applicant agrees to make payments on the new Improvements, (separate and apart from taxes on the land and existing improvements which shall continue to be subject to conventional assessment and taxation and for which the Applicant shall receive no credit against the in lieu of tax payment) in lieu of full property tax payments according to the following schedule:

1. For the full calendar year of 2015, no payment in lieu of taxes;
2. For the full calendar year of 2016, twenty (20%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$41,265;
3. For the full calendar year of 2017, forty (40%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$75,564;
4. For the full calendar year of 2018, sixty (60%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$109,863; and
5. For the full calendar year of 2019, eighty (80%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$144,162.

In the event a City-wide revaluation results in decrease in the amount of taxes otherwise due, payment hereunder shall be the higher of either the taxes estimated above or the amount of actual taxes after the City-wide revaluation.

ARTICLE III: APPLICATION FEE

The Applicant has paid the sum of **\$9,600** to the City as an application fee. Failure to make such payment shall cause the tax exemption to terminate.

ARTICLES IV: FEDERAL, STATE AND LOCAL LAW

The construction of the Improvements is subject to all applicable federal, State and local laws and regulations on pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements.

ARTICLE V: TERM OF EXEMPTION

The Tax Exemption granted shall be valid and effective for a period of five (5) full calendar years from the date of Substantial Completion of the Project, which shall ordinarily mean the date on which the City issues, or the Project is eligible to receive a Certificate of Occupancy, whether temporary or final, for part or the whole of the Project. During the term of the tax exemption, the Applicant shall make an in lieu of tax payment to the City in accordance with the schedule set forth above. Prior to the commencement of the tax exemption, and upon expiration thereof, the Applicant shall pay full conventional taxes on the Improvements.

ARTICLE VI: REVALUE

The applicant has agreed that in the event the revalue results in a decrease in the amount of actual taxes otherwise due, for purposes of calculating a tax payment hereunder during the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes.

ARTICLE VII: NO COUNTY EQUALIZATION AND SCHOOL AID

Pursuant to N.J.S.A. 40A:21-11(c), the percentage, which the payment in lieu of taxes for the tax exempt property bears to the property tax which would have been paid had an exemption not been granted for the property under this Agreement, shall not be applied to the valuation of the property to determine the reduced valuation of the property to be included in the valuation of the City for determining equalization for county tax apportionment and school aid, during the term of the tax exemption agreement covering this property. At the expiration or termination of this Agreement, the reduced valuation procedure required under the Law shall no longer apply.

ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY

If during any year prior to the termination of this Agreement, the Applicant ceases to operate or disposes of the Property, or fails to meet the conditions for qualifying for tax exemption under this Agreement or pursuant to Law, then the tax which would have otherwise been payable for each and every year, shall become due and payable from the Applicant as if no exemption had been granted. The Tax Collector shall, within 15 days thereof, notify the owner of the Property of the amount of taxes due.

However, with respect to the disposal of the property, if it is determined that the new owner will continue to use the property pursuant to the conditions which qualify the property for exemption, the tax exemption shall continue and this Agreement shall remain in full force and effect.

ARTICLE IX: AFFORDABLE HOUSING TRUST FUND CONTRIBUTION REQUIRED

A. **Contribution.** The Entity will pay the City the sum of \$76,092 or [\$1,500 per unit or \$1.50 per square foot of commercial/retail space] as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Tax Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Tax Agreement.

ARTICLE X: TERMINATION/ELIGIBILITY FOR ADDITIONAL TAX EXEMPTION

Upon the termination of this Agreement for tax exemption, the Project shall be subject to all applicable real property taxes as provided by State Laws and Regulations and City Ordinances. However, nothing herein shall be deemed to prohibit the Project, at the termination of this Agreement, from qualifying for and receiving the full benefits of any other tax preferences allowed by law. Furthermore, nothing herein shall prohibit the Applicant from exercising any rights under any other tax provisions of State law or City Ordinances.

In the event the owner elects to terminate this tax abatement after the revalue, the owner shall pay the City the difference of 100% of the full amount of the taxes otherwise due from the 1st year of this agreement to the date of termination.

ARTICLE XI: PROJECT EMPLOYMENT AGREEMENT

In order to provide City residents and businesses with employment and other economic opportunities, the Applicant agrees to comply with the terms and conditions of the Project Employment Agreement which is attached hereto as Exhibit C.

ARTICLE XII: NOTICES

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the party to be notified at the addresses set forth below or at such other address as either party may from time to time designate in writing:

Notice to City:

Business Administrator
City Hall, 280 Grove Street
Jersey City, New Jersey 07302

291-294 Newark Street, LLC
c/o Ironstate Development Co.
50 Washington Street
Hoboken, New Jersey 07030

Connell Foley, LLP
Harborside Financial Center
2510 Plaza Five
Jersey City, New Jersey 07311-4025
Attn: Charles J. Harrington, III, Esq.

This Agreement contains the entire Agreement between the parties and cannot be amended, changed or modified except by written instrument executed by the parties hereto.

This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

IN WITNESS WHEREOF, the City and the Applicant have caused this Agreement to be executed on the date and year first above written.

292-294 NEWARK STREET, LLC

CITY OF JERSEY CITY

BY: Robert J. Kakoleski
Acting Business Administrator

Robert Byrne
City Clerk

PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the ____ day of _____, 2014, between the **CITY OF JERSEY CITY [City]** and **292-294 NEWARK STREET, LLC, c/o Ironstate Development Co.**, having its principal office at 50 Washington Street, Hoboken, New Jersey 07030. Recipient agrees as follows:

I. Definitions:

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into a contract with the City to implement, in whole or in part, this agreement.
2. "Construction Contract" means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway, or other improvement on a Project Site.
3. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 280 Grove Street, Jersey City, NJ 07302, Telephone #(201) 547-5611. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or exemption for a property or project which requires approval of the Municipal Council and which reduces the annual amount of taxes otherwise due, by \$25,000 or more in the aggregate;
6. "Employment" means any job or position during the construction and operational phase of the project. It includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. "Local Business" means a bona fide business located in Jersey City.
8. Acting Mayor Jerramiah T. Healy's Business Cooperative Program means the group within DEO under the Department of Administration responsible for collecting local and minority business contracts and capability information. This group operates the Supplier Alert service which is to be used by the Recipient to meet their good faith business contracting and construction subcontracting goals.

9. "Minority" means a person who is African, Hispanic, Asian, or American Indian defined as follows:
- a) "African-American" means a person having origins in any of the black racial groups of Africa.
 - b) "Hispanic" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Latino culture or origin, regardless of race, excluding, however, persons of European origin.
 - c) "Asian" means a person having origins in any of the original people of the Far East, Southeast Asia, and subcontinent India, Hawaii or the Pacific Islands.
 - d) "American Indian" means a person having origins in any of the original people of North America who maintains cultural identification through tribal affiliation or community recognition.
10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
11. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.
12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
13. "Project or Project Site" means the specific work location or locations specified in the contract.
14. The "Project Employment & Contracting Coordinator" is a member of the DEO staff under the Department of Administration who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Project Employment & Contracting Coordinator.
15. The "Project Employment & Contracting Monitor" or "Monitor" is a member of the DEO staff under the Department of Administration directly under the command of the Project Employment & Contracting Coordinator, who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting housekeeping as stipulated by this agreement.
16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.

17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
18. "The Registry" or "Jersey City Employment Registry" means a list maintained by the City or its designee of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.
21. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

II. Purpose:

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

III. Good Faith Goals:

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the Recipient will not be required to comply with the interviewing or reporting obligations set forth in Section VI 1., A-L (Construction Jobs) and Section VI, 2., A-J (Permanent Jobs). All goals for Construction Jobs shall be calculated as a percentage of the total number of work hours in each trade from the beginning of the project to its completion.

1. **Employment:** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.

2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

IV. Recipient Designee:

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient should send a letter of introduction regarding the "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix A. This principle officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix AZ

V. Term:

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance _____ approving the tax exemption and terminate 5 years from the date of Substantial Completion of the Project.

VI. Good Faith Defined:

1. **Construction Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Initial Manning Report:

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The initial manning report should contain an estimate of the total work force to be used at the Project Site, including the work force of any and all Contractors and Subcontractors. It should also describe the specific construction trades and crafts, and indicate the projected use of City residents, City resident Minorities and City resident women. Attached hereto as Appendix B is the Recipient's Initial Manning Report.
- iii) The Initial Manning Report shall be filed with the Project Employment and

Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

B. Developer's Contracting Obligations

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Acting Mayor Jerramiah T. Healy's Business Cooperative Program for local and minority vendors for any construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.
- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Acting Mayor Jerramiah T. Healy's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this agreement and the employment goals elaborated herein. An example of this Compliance Statement can be found in Appendix E.

D. Union Statement of Using Its Best Efforts

- i) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence to the Project Employment & Contracting Agreement to each union with which he/she has a collective bargaining agreement covering workers to be employed on the project.
- ii) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in DEO under the Department of Administration before work starts in order for a developer to be in compliance.
- iii) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such statement and the reasons given by the union for not signing such statement, and submit such documentation to the Project Employment & Contracting Monitor in DEO under the Department of Administration.

E. Sub-Contractors

The developer shall require that each prime contractor be responsible for the compliance of his/her subcontractors with the aforementioned Project Employment & Contracting requirements during the performance of the contract. Whenever the contractor sub-contracts a portion of the work on the project, the contractor shall bind the subcontractor to the obligations contained in these supplemental conditions to the full extent as if he/she were the contractor.

F. Union Apprentices

The contractor is responsible for assuring that resident and minority apprentices account for at least fifty (50%) percent of the total hours worked by union apprentices on the job in each trade listed in which apprentices are employed, according to the apprentice-to-journey-worker ratio contained in the collective bargaining agreement between the various unions, and shall hold each of his/her subcontractors to this requirement. The Recipient will require the contractor or subcontractor to promptly notify the City of any refusal of a union to utilize resident and minority apprentices.

G. Monthly Manning Report

- i) The Recipient will cause the Contractor to complete and submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.
- ii) The report will accurately reflect the total work hours in each construction trade or craft and the number of hours worked by City residents, including a list of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by employees of the Contractor and each of its Subcontractors. The Monthly Manning Report shall be in the form attached hereto as Appendix G.
- iii) The Recipient is responsible for maintaining or causing the Contractor to maintain records supporting the reported work hours of its Contractors or Subcontractors.

H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residency, including gender and ethnic/racial origin of each worker. The Certified Payroll report shall be in the form attached hereto as Appendix H.
- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

I. Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will request copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required to be filed with the US Commission of Equal Employment Opportunity Commission by the collective bargaining unit. These reports will be forwarded to the Project Employment & Contracting Monitor within one month of the signing of the Project Employment & Contracting Agreement.

J. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

K. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.

L. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Appendix I.
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

2. **Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will sit down with the head of the Registry to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:

- i) whether subcontractors will be used in the hiring process.
- ii) the specific types of jobs that need to be filled.
- iii) the qualifications needed for these particular jobs.
- iv) possible training programs offered by the permanent employer.

- v) the Recipient's goals and how it plans to meet these goals.
- vi) any other issues which need to be addressed by the Registry.

1. Subcontractor Notification -- If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix E.

2. Subcontractor Pre-Hiring Job Awareness Meeting -- Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 2.A(I-vi).

3. Subcontractors of Subcontractors--Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors above in Section VI 2.A.

B. Documentation of Hiring Plan--Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix J.

C. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the Registry with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the Registry to refer qualified applicants to the Recipient.

D. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the Project Employment & Contracting Coordinator in DEO under the Department of Administration with a copy of this advertisement.

E. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it from the Registry, to be maintained by the City or its designee. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.

F. Semi-Annual Employment Reports: The Recipient will submit written semi-annual employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will describe the job, whether the job is held by a City resident, minority resident or woman resident. The report will explain in writing the reasons why any qualified applicant referred by the Registry (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired. An example of this report is found in Appendix K.

G. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.

H. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the semi-annual reports.

I. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.

J. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

3. Business Contracting

Good Faith shall mean compliance with all of the following conditions:

1) Solicitation of Businesses:

a) One month before accepting bids for goods and services, the Recipient must forward a letter with requests for quotation or bid to Acting Mayor Jerramiah T. Healy's Business Cooperative Program for local and local minority vendors for any construction or building operating goods, services and subcontracting opportunities. An example of this letter can be found in Appendix D.

b) After submission of bids, the Recipient will document whether the bid was accepted or rejected, and state the reason why. An example of this documentation can be found in Appendix D2.

i) Semi-Annual Purchasing Reports: The Recipient will submit written semi-annual purchasing reports which will include a list of all contracts awarded over a six month period and the dollar amounts of these contracts. The reports will specify the number and dollar amount of contracts awarded to Local Businesses and Minority or Women Owned Local Businesses. An example of these reports can be found in Appendix L.

ii) No Utilization of Local and Local Minority Vendors As Conduits For Vendors That Are Not Local Or Minority Owned:

The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by DEO under the Department of Administration of a Recipient, either knowingly or unknowingly, using the masthead of a local or minority owned

business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

4. Summation of Documentation Needed For Compliance with Agreement

1. Letter Designating Project Employment & Contracting Officer (Appendix A)
2. Letter designating Project employment & Contracting Officer to Recipient's Employees (App.) AZ
3. Example of Initial Manning Report (Appendix B)
4. Letter Of Acceptance of Initial Manning Report (Appendix C)
5. Letter From Developer Forwarding Requests for Quotation or Bid for Minority and Residential Vendors from Acting Mayor Jerramiah T. Healy's Business Cooperative Program (Appendix D)
6. Documentation of Bid Submission (Appendix D2)
7. Letter Expressing Project Employment & Contracting Obligations to Contractors/ Subcontractors (Appendix E)
8. Union Statement of Best Efforts (Appendix F)
9. Example of Monthly Manning Report (Appendix G)
10. Example of Monthly Certified Payroll Report (Appendix H)
11. Example of Bi-Weekly Site Visit Report (Appendix I)
12. Example of Documentation of Hiring Plan (Appendix J)
13. Example of Semi-Annual Employment Report (Appendix K)
14. Example of Semi-Annual Purchasing Report (Appendix L)

VII. Notices of Violation:

1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have four (4) working days to correct the violation. An example of an Advisory Notice can be found in Appendix M.
2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City within four (4) working days, the City shall then issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation. An example of a Violation Notice can be found in Appendix N.
3. Correcting the Violation: Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
4. Extension of Time to Correction: Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation

will be considered not corrected.

5. Meetings Concerning Violations: The City may provide an opportunity for a meeting with the Recipient, his Contractors or Subcontractors in an effort to achieve compliance; or may respond to Recipient's request for a meeting after the Recipient has made timely submission of a written explanation pursuant to the above. The meeting shall be requested no later than two days after the alleged violator has submitted the written explanation.
6. Interviews Relating to Violations: The City may conduct interviews and may request additional information from appropriate parties as is considered necessary to determine whether the alleged violation has occurred.
7. Determination of Violation: The City shall issue a determination of whether the Recipient is in violation of this agreement as soon as possible but not later than thirty days after the delivery of the Violation Notice to the Recipient. If the City determines that the Recipient is in violation, the City shall be entitled to the liquidated damages provided below.

VIII. Damages:

While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration of any period to correct the violation, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- a) failure to file Initial Manning Reports (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracting): Five (5%) percent increase in the annual payment in lieu of taxes;
- b) failure to conduct Pre-hiring Interviews or submit Compliance Statement (Construction Jobs) or Solicit Bids (Business Contracting): Three (3%) percent increase in the annual payment in lieu of taxes;
- c) failure to allow record or work place access or submit any other required reports (all categories): Two (2%) percent increase in the annual payment in lieu of taxes.
- d) the use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: Five (5%) percent increase in the annual payment in lieu of taxes.

IX. Commercial Tenants at the Project Site:

1. The Recipient shall send all tenants of commercial space within the Project Site a letter and a Tenant Employment Services Guide in the form attached as Appendix O.

2. The Recipient shall solicit information from tenants of commercial space about the composition of the work force of each tenant. The information solicited will be submitted to the Project Employment & Contracting Monitor, which shall provide the Recipient with a questionnaire in the form attached as Appendix P.
3. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than October 31 of each year.
4. The Recipient shall send all tenants of commercial space within the Project Site a Supplier Alert Service Registration Package in the form attached as Appendix Q.

X. Notices

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

291-294 Newark Street, LLC
c/o Ironstate Development Co.
50 Washington Street
Hoboken, New Jersey 07030

2. When sent by the Recipient to the City, it shall be addressed to:

Project Employment & Contracting Monitor
Department of Administration
Division of Economic Opportunity
280 Grove Street – 1st Floor
Jersey City, New Jersey 07302

with separate copies to the Mayor and the Business Administrator; unless prior to giving of such notice, the City or the Recipient shall have notified the other in writing.

XI. Adoption, Approval, Modification:

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

XII. Controlling Regulations and Laws:

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides

the City with a copy of the offending provision in the collective bargaining agreement.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Acting Business Administrator

WITNESS:

292-294 NEWARK STREET, LLC

Secretary

President

APPLICATION FOR FIVE-YEAR TAX EXEMPTION

of

292-294 NEWARK STREET, LLC

In compliance with Executive Order #2010-001 of the Mayor of the City of Jersey City and City Ordinance Nos. 05-060 and 07-146 and the Jersey City Tiered Tax Exemption Policy dated August 8, 2013 of the Mayor of the City of Jersey City, the Applicant herewith submits the following information in support of its application for a Five-Year Tax Exemption under and pursuant to N.J.S.A. 40A:21-1, et. seq.

Applicant: 292-294 Newark Street, LLC
c/o Ironstate Development Co.
50 Washington Street
Hoboken, New Jersey 07030

Project: "340 Third Street"
A Mixed Use Rental Housing Project
334-336 and 340 Third Street and 292-294 Newark Avenue
Block 9902, Lot 25.01 (formerly known as Block 387, Lots
12, 13, 37, 38, and 39)
Jersey City, New Jersey

340 Third Street is referred to herein as the "Project."

Applicant's Architect: Minno & Wasko
80 Lambert Lane, Suite 105
Lambertville, New Jersey 08530

Applicant's Engineer: Birdsall Services Group
750 Vassar Avenue
Lakewood, New Jersey 08701

Applicant's Attorney: Connell Foley LLP
Harborside Financial Center
2510 Plaza Five
Jersey City, NJ 07311-4025
(201) 521-1000
Attn: Charles J. Harrington, III, Esq.

Loan Advisor and/or Consultants: None

1. Identification of the Property:

The land upon which the Project is built is block 9902, Lot 25.01 (formerly known as Block 387, Lots 12, 13, 37, 38 & 39 commonly known as 334-336 and 340 Third Street and 292-294 Newark Avenue, Jersey City, New Jersey (the "Property"). The Property was formerly improved with vacant lots used for parking. A metes and bounds description of the Property is attached hereto as Exhibit A. The Property is approximately .276 acres (\pm 12,027 sq. ft.).

2. General Statement of the Nature of the Project:

The Project consists of a mixed-use rental project located at 334-336 and 340 Third Street and 292-294 Newark Avenue, Jersey City, New Jersey. The Project is located within the NC- Neighborhood Commercial Zoning District. The Project is a five (5) story building with approximately forty-eight (48) residential units and approximately 2,728 square feet of retail, commercial, office, or restaurant space located on the ground floor, as well as nine (9) on-site parking spaces.

3. Abatement Requested:

The Applicant seeks a five-year tax exemption pursuant to N.J.S.A. 40A:21-1 et. seq. (the "Law"). The Applicant requests that the tax agreement be based on the following formula, in accordance with the Law:

Project Taxes During Term of Exemption:

Year One:	\$ 6,966**	(land tax only)
Year Two:	\$ 41,265	(land tax plus 20% of real estate taxes on improvements)
Year Three:	\$ 75,564	(land tax plus 40% of real estate taxes on improvements)
Year Four:	\$ 109,863	(land tax plus 60% of real estate taxes on improvements)
Year Five:	\$ 144,162	(land tax plus 80% of real estate taxes on improvements)

Following the expiration of the term of the exemption, the Applicant will pay full real estate taxes. ** The land assessment for the 2014 tax year is subject to the valuation and allocation of the assessment by the municipal tax assessor.

A Fiscal Plan for the management of the Project and a calculation and breakdown of the aforementioned real estate taxes is set forth in Exhibit C, attached hereto.

Based upon the above formula, it is estimated that the Project will generate real estate taxes payable to the City of Jersey City in the amount of approximately \$377,820 during the term of the abatement.

4. Term of the Exemption Requested:

The Applicant requests that the term of the exemption be for five (5) years beginning on the first day of the first calendar year following substantial completion of the Project (the "Exemption Commencement Date") and ending on the date that is one day prior to the fifth anniversary of the Exemption Commencement Date.

5. Improvements to be Constructed:

The Property formerly contained vacant lots used for parking, and a two-story building on the site was previously demolished. The remaining existing improvements were also demolished.

The improvements constructed consist of the following:

The Project includes the construction of a five (5) story building containing approximately 48 residential rental units and 2,728 square feet of retail, commercial, office, or restaurant space. The units will be distributed as follows: approximately 8 studios, which will average approximately 425 square feet; approximately 24 one bedrooms, which will average approximately 595 square feet; and approximately 16 two bedrooms, which will average approximately 748 square feet. Each residential unit will have living, dining and kitchen areas. The retail, commercial, office, or restaurant space may be leased to one or more tenants, depending upon market conditions and demand. Nine (9) parking spaces will be constructed on site for use by the residents and customers/occupants of the building. One (1) of those parking spaces may be reserved to secure a contract with "Zip Car" or a comparable business that will be available to residents of the building and the general public (if the parking contract is not obtainable, this space shall revert to use solely by residents, occupants, and customers of the building).

Each apartment will have access to a bicycle storage room. Furthermore, the Applicant has incorporated green components into the Project and may apply for LEED certification. Additionally, the Applicant met numerous times with the local Village Neighborhood Association to review the project and incorporate their comments into the design of the Project.

6. Estimate of Construction Cost:

The construction cost of the Project, as set forth in Exhibit B is estimated to be \$9,715,000. The construction cost has been calculated in accordance with the provisions of N.J.S.A. 40A:21-3(j). Construction costs have been estimated based upon preliminary information compiled by the Applicant.

7. Financing Structure:

The Project will be financed through a combination of debt and equity. The construction loan will be financed under a two-year commitment for which the lender will likely charge an upfront financing fee as well as interest. The construction loan will be repaid with a permanent mortgage at completion.

8. Construction Schedule:

The construction of the Project was commenced in or about February 2012 and was substantially complete on or about September 23, 2013 (the Certificate of Occupancy for the Project was issued on this date).

9. Zoning Information:

The Project is located in the NC-Neighborhood Commercial Zoning District, and apart from approved variances complies with the zoning requirements therein and of the Master Plan of the City of Jersey City. The Project received preliminary and final major site plan approval with variance relief from the Planning Board of the City of Jersey City on May 24, 2011, by Resolution memorialized on June 28, 2011. See Resolution attached to Exhibit D.

10. Land Assessed Value of Property:

The land tax assessment on the Property for the year 2013 is as follows:

Lot 12	Lot 13
Land Assessment: \$15,000	Land Assessment: \$15,000
Lot 37	Lot 38
Land Assessment: \$19,400	Land Assessment: \$23,300
Lot 39	
Land Assessment: \$20,600	

11. Current Land Taxes:

The 2013 annual land taxes for the Property were:

Lot 12	Lot 13
Land Taxes: \$1,119.90	Land Taxes: \$1,119.90
Lot 37	Lot 38
Land Taxes: \$1,448.40	Land Taxes: \$1,739.58

Lot 39

Land Taxes: \$1,538.00

Total 2013 Annual Land Taxes for Property = \$6,965.78
(based on the current date of \$74.66 per thousand)

12. Status of Municipal Taxes and other Charges:

All municipal real estate taxes and charges levied against the Property have been paid in full.

13. Ownership Disclosure Statement:

The Property is owned by the Applicant. The Applicant is a limited liability company organized under the laws of the State of New Jersey. The membership of the interests of those persons and entities with an ownership interest in the Applicant and the Project of at least 10% is set forth in Exhibit E.

14. Financial Agreement:

A proposed Tax Agreement for the Applicant is attached hereto as Exhibit J.

15. Projected Job Creation:

The Applicant estimates that the Project created approximately 120 jobs throughout the construction period and approximately 10 permanent full time real estate, management and service positions following the construction period.

The Applicant will comply with the City of Jersey City minority Business Enterprise Ordinance Sect. 2-77 et seq. of the Jersey City Municipal Code by executing a Project Employment and Contracting Agreement ("PECA"). A proposed PECA is attached hereto as Exhibit K.

16. Compliance with State and Local Laws Certification:

A Certification by the Applicant that the Project meets the requirements of the laws of the State of New Jersey as well as the NC-Neighborhood Commercial Zoning District is attached hereto as Exhibit F.

17. Diligent Inquiry Certification:

A Certification by the Applicant that all information contained in the Application is true and correct to the best of its knowledge after having made diligent inquiry is attached hereto as Exhibit G.

18. Certificate of Formation:

A copy of the Applicant's Certificate of Formation is attached hereto as Exhibit H.

19. Affordable Housing Contribution and Repayment:

Pursuant to the Jersey City Ordinance 13-088 and upon Applicant's execution of a financial agreement, the Applicant will agree to make an affordable housing contribution to the City of Jersey City in the total amount of \$76,092 (\$1,500 per unit x 48 market rate residential units plus \$1.50 x 2,728 square feet of retail space). The Applicant intends to make this contribution in accordance with the City's current program, which requires one-third of the contribution (\$25,364) upon approval of the application; one-third of the contribution (\$25,364) upon the issuance of the first construction permit by the City of Jersey City but no later than 6 months from the effective date of the financial agreement; and one-third (\$25,364) upon the issuance of the first certificate of occupancy for the project, but not later than 24 months from the effective date of the financial agreement.

20. Fee:

The fee for the City's consideration of this Application in the amount of \$9,600.00 was paid to the City of Jersey City with the filing of the Chapter 441 Application for Exemption and/or Abatement with the Jersey City Tax Assessor on October 22, 2013 (See Exhibit I).

20. List of Exhibits:

- A. Description of the Property;
- B. Estimated Cost of Project Construction and Certification;
- C. Fiscal Plan and Estimated Tax Computation;
- D. Resolution of Site Plan Approval;
- E. Disclosure Statement;
- F. Compliance with State & Local Laws Certification;
- G. Diligent Inquiry Certification;
- H. Certificate of Formation;
- I. Chapter 441 Application for Exemption and/or Abatement
- J. Proposed Tax Agreement;
- K. Proposed Project Employment and Contracting Agreement.

**292-294 NEWARK STREET, LLC
FISCAL PLAN
ESTIMATED TAX COMPUTATION FOR YEAR 2013**

Equalization Ratio: 32.72%
Tax rate (per thousand): \$74.66

Current Assessment:

Land: \$ 93,300
Improvement: \$ -
Total: \$ 93,300

Potential Income:

Units:	#	
Studio	8	*rents range from \$1,575
1 Bedroom	24	to \$2,410 per month
2 Bedroom	16	
		All Residential Units:
Commercial		1
Parking		8
	48	

Total:
Annual:

\$ 1,051,800
\$ 95,400
\$ 18,900

Per unit per month:	Total per month:
*	
*	
*	
	\$ 87,650
	\$ 7,950
\$ 1,575	\$ 1,575
	\$ 97,175

Total Gross Income: \$ 1,166,100

Less: Vacancy and Collection Loss 5% 58,305

Effective Gross Income: 1,107,795

Operating Expenses:

Common Area Utilities / Water / Sewer / Gas / Electric	\$ 51,000
Supplies and Repairs / Labor / Maintenance Contracts	\$ 80,676
Common Area Cleaning / Maintenance	\$ 43,572
Doorman Expense	\$ 3,600
Management Office Exp.	\$ 24,000
Admin. Legal/Audit	\$ 2,400
Admin. Mgmt, Fee and Labor	\$ 63,625
Marketing	\$ 66,000
Insurance	\$ 30,384
Reserves	\$ 12,000

Total Operating Expenses: \$ 377,257

Projected Net Operating Income: 730,538.00

Cap Rate: 10% 0.1

Projected Market Value: \$ 7,305,380

Assessment: \$ 2,390,320

Ratio: 0.3272

Estimated Annual Real Estate Taxes: \$ 178,461

Tax rate: 0.07466

Less: Taxes Attributable to the Land \$ 6,966

Taxes attributable to Improvements: \$ 171,496

CURRENT ESTIMATED TAX PAYMENTS FOR FIVE YEAR TERM OF EXEMPTION
Based on 2013 Tax Rate and Equalization Ratio

Year	1	2	3	4	5	Total
Projected Tax Rate	\$ 74.66	\$ 74.66	\$ 74.66	\$ 74.66	\$ 74.66	
Total Tax	\$178,461	\$ 178,461	\$ 178,461	\$ 178,461	\$ 178,461	\$ 892,307
Land Tax	\$ 6,966	\$ 6,966	\$ 6,966	\$ 6,966	\$ 6,966	\$ 34,829
Tax on Improvements	\$171,496	\$ 171,496	\$ 171,496	\$ 171,496	\$ 171,496	\$ 857,478
Statutory Phase In	0%	20%	40%	60%	80%	
Improvement Tax	\$ -	\$ 34,299	\$ 68,598	\$ 102,897	\$ 137,196	\$ 342,991
Exempted Tax	\$171,496	\$ 137,196	\$ 102,897	\$ 68,598	\$ 34,299	\$ 514,487
Total Taxes Payable	\$ 6,966	\$ 41,265	\$ 75,564	\$ 109,863	\$ 144,162	\$ 377,820

In lieu tax schedule pursuant to a five year phase in percentages on the new improvement on the above application:

1. In the first full year after completion, land tax only, no payment in lieu of taxes.
2. In the second full year, an amount not less than twenty percent (20%) of the actual taxes otherwise due, currently estimated at: \$ 34,299
3. In the second full year, an amount not less than forty percent (40%) of the actual taxes otherwise due, currently estimated at: \$ 68,598
4. In the second full year, an amount not less than sixty percent (60%) of the actual taxes otherwise due, currently estimated at: \$ 102,897
5. In the second full year, an amount not less than eighty percent (80%) of the actual taxes otherwise due, currently estimated at: \$ 137,196

At the expiration of the abatement, the Project's new improvements would generate an estimated annual tax of: \$ 171,496

And a total tax revenue (with the land tax) of : \$ 178,461

City Clerk File No. Ord. 14.003

Agenda No. 3.C 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.003

TITLE: AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 22203, LOT 5, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 366 WEST SIDE AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City as an area in need of rehabilitation, is authorized to adopt an ordinance to utilize tax exemptions pursuant to N.J.S.A. 40A:21-1, et seq., the Five (5) Year Exemption and Abatement Law; and

WHEREAS, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060, Section 304-6 et seq. of the Municipal Code, to allow Five (5) Year Tax Exemptions which allows the Tax Assessor to regard the full and true value or a portion thereof of certain improvements as not increasing the full and true value of certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

WHEREAS, pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code, a tax exemption for a new mixed-use multiple dwelling and commercial five (5) story building with approximately thirty-two (32) residential rental units, approximately one thousand two hundred eighty seven (1,287) square feet of ground level commercial retail space, and parking for approximately sixteen (16) vehicles on the Property, is permitted for a period of five (5) years; and

WHEREAS, S.E. Management, LLC, is the owner of a new mixed-use five (5) story building with approximately thirty-two (32) residential rental units, approximately one thousand two hundred eighty seven (1,287) square feet of ground level commercial retail space, and parking for approximately sixteen (16) vehicles on the Property, located in Block 22203, Lot 5 on the City's Tax Map and more commonly known by the street address of 366 West Side Avenue, Jersey City, N.J.; and

WHEREAS, on _____, 2013, the City issued a Certificate of Occupancy for the Property; and

WHEREAS, on September 23, 2013, the owner filed an application to tax exempt the newly constructed multiple dwelling and commercial space, a copy of which application is attached hereto; and

WHEREAS, S.E. Management, LLC, proposes to pay the City (in addition to the full taxes on the land, which shall continue to be conventionally assessed and taxed) a tax payment for the new improvements on the property, as follows:

- (a) 2015: the tax year in which the structure will be completed. \$0 taxes;

- (b) 2016: the second tax year, 20% of actual full taxes, estimated to be \$22,973;
- (c) 2017: the third tax year, 40% of actual full taxes, estimated to be \$34,000;
- (d) 2018: the fourth tax year, 60% of actual full taxes, estimated to be \$45,028; and
- (e) 2019: the fifth tax year, 80% of actual full taxes, estimated to be \$56,055;

WHEREAS, the Tax Assessor has determined that the full and true value of the new construction will generate an additional tax payment of \$70,069 a year; and

WHEREAS, the applicant has agreed that in the event the Citywide revaluation results in a decrease in the estimated amount of actual taxes otherwise due, then for purposes of calculating a tax payment hereunder and for the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes otherwise due; and

WHEREAS, the application for tax exemption was complete and timely filed; the application was approved by the Tax Assessor and the newly constructed multiple dwelling and commercial space are eligible for tax exemption pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code; and

WHEREAS, upon the expiration of the tax exemption, the total assessment will generate a total tax payment of \$70,069; and

WHEREAS, S.E. Management, LLC, has agreed to pay the sum of \$49,931 to the City's Affordable Housing Trust Fund.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The application, attached hereto, for a five (5) year tax exemption for the full and true value of a new mixed use five (5) story building with approximately thirty-two (32) residential rental units, approximately one thousand two hundred eighty seven (1,287) square feet of ground level retail space, and parking for approximately sixteen (16) vehicles, located in Block 22203, Lot 5, and more commonly known by the street address of 366 West Side Avenue, Jersey City, N.J., is hereby approved.

2. The Mayor or Business Administrator is hereby authorized to execute a tax exemption agreement which shall contain at a minimum, the following terms and conditions:

- (a) tax payment on the new improvements shall be:
 - (i) Year 1: the tax year in which the structure will be completed. \$0 taxes;
 - (ii) Year 2: the second tax year, 20% of actual full taxes, estimated to be \$22,973;
 - (iii) Year 3: the third tax year, 40% of actual full taxes, estimated to be \$34,000;
 - (iv) Year 4: the fourth tax year, 60% of actual full taxes, estimated to be \$45,028; and
 - (v) Year 5: the fifth tax year, 80% of actual full taxes, estimated to be \$56,055.

The applicant has agreed that in the event the Citywide revaluation results in a decrease in the amount of actual taxes otherwise due for purposes of calculating a tax payment hereunder; during this five (5) year period, the amount due hereunder shall be calculated on the higher of the amount estimated above or the actual taxes due after the revaluation; and

(b) The project shall be subject to all federal, state and local laws, and regulations on pollution control, worker safety, discrimination in employment, zoning, planning, and building code requirements pursuant to N.J.S.A. 40A:21-11(b).

(c) If, during any tax year prior to the termination of the tax agreement, the property owner ceases to operate or disposes of the property, or fails to meet the conditions for qualifying, then the tax which would have otherwise been payable for each tax year shall become due and payable from the property owner as if no exemption and abatement had been granted. The collector forthwith ad the tax collector shall, within 15 days thereof, notify the owner of the property of the amount of taxes due.

(d) With respect to the disposal of the property, where it is determined that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property, no tax shall be due, the exemption shall continue, and the agreement shall remain in effect.

(e) At the termination of a tax exemption agreement, the new improvements shall be subject to all applicable real property taxes as provided by State law and regulation and local ordinance; but nothing herein shall prohibit a project, at the termination of an agreement, from qualifying for, an receiving the full benefits of, any other tax preferences provided by law.

(f) Affordable Housing Trust Fund: \$1,500 per unit or \$48,000 and \$1.50 per square foot x 1,287 square feet or \$1,931, for a total of \$49,931.

3. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation counsel or Business Administrator deems necessary.
4. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40a:21-11(d).
 - A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This ordinance shall take effect at the time and in the manner provided by law.
 - D. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JM/he
1/06/14

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

An Ordinance Approving a Five (5) Year Tax Exemption Pursuant to the Provisions of N.j.s.a. 40a:21-1, et Seq., and Section 304-9 of the Municipal Code for Property Designated as Block 22203, Lot 5, on the City's Tax Map and More Commonly Known by the Street Address of 366 West Side Avenue

Initiator

Department/Division	Law Department	Law Department
Name/Title	Joanne Monahan	Asst. Corporation Counsel
Phone/email	(201) 547-4230	joanne@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

S.E. Management, LLC, is the owner of a new mixed-use five (5) story building with approximately thirty-two (32) residential rental units, approximately one thousand two hundred eighty seven (1,287) square feet of ground level commercial retail space, and parking for approximately sixteen (16) vehicles on the Property, located in Block 22203, Lot 5 on the City's Tax Map and more commonly known by the street address of 366 West Side Avenue, Jersey City, N.J.
The Entity has applied for a five (5) year tax exemption for the Project.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

TIER ONE (5 YEAR)
1-06-14
NJSA 40A:21-1 et seq
(Multiple Dwelling, Industrial, Commercial)

TAX AGREEMENT
FIVE YEAR/NEW CONSTRUCTION

THIS AGREEMENT made on this ____ day of _____, 2014, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey 07302, and, **S.E. MANAGEMENT, LLC**, [Applicant /Owner], whose principal place of business is 155 Second Street, Jersey City, NJ 07302.

WITNESSETH:

WHEREAS, the Municipal Council has indicated by its intention to utilize the five year tax exemption provisions authorized by Article VIII, Section I, paragraph VI of the NJ State Constitution and the Five Year Exemption Law, N.J.S.A. 40A:21-1 et seq. for improvements and projects by the adoption of Ordinance 05-060, as amended by Ordinance 07-146; and

WHEREAS, the Applicant is owner of certain property located at 366 West Side Avenue, in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 22203, Lot 5, on the Tax Assessor's Map, more commonly known by the street address of 366 West Side Avenue, and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

WHEREAS, on or about September 23, 2013, the Applicant applied for a five year tax exemption to construct a new mixed use multiple dwelling and commercial five (5) story building with approximately thirty-two (32) residential rental units, approximately one thousand two hundred eighty seven (1,287) square feet of ground level commercial retail space, and parking for approximately sixteen (16) vehicles, on the Property [Improvements] pursuant to N.J.S.A. 40A:21-1 et seq and Section 304-12 of the Municipal Code [Law]; and

WHEREAS, the City has reviewed the application, approved the construction of the Improvements and authorized the execution of a Tax Exemption Agreement by the adoption of Ordinance ____ on ____.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I: APPROVAL OF TAX EXEMPTION

The City hereby agrees to a tax exemption for the construction of a new mixed use multiple dwelling and commercial five (5) story building with approximately thirty-two (32)

residential rental units, approximately one thousand two hundred eighty seven (1,287) square feet of ground level commercial retail space, and parking for approximately sixteen (16) vehicles [Improvements] on the Property, as further described in the Application, attached hereto as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-1 et seq. and Ordinance _____ which authorized the execution of this Tax Agreement [Law], subject to the terms and conditions hereof.

ARTICLE II: IN LIEU OF TAX PAYMENTS

The Applicant agrees to make payments on the new Improvements, (separate and apart from taxes on the land and existing improvements which shall continue to be subject to conventional assessment and taxation and for which the Applicant shall receive no credit against the in lieu of tax payment) in lieu of full property tax payments according to the following schedule:

1. For the full calendar year of 2015, no payment in lieu of taxes;
2. For the full calendar year of 2016, twenty (20%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$22,973;
3. For the full calendar year of 2017, forty (40%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$34,000;
4. For the full calendar year of 2018, sixty (60%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$45,028; and
5. For the full calendar year of 2019, eighty (80%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$56,055.

In the event a City-wide revaluation results in decrease in the amount of taxes otherwise due, payment hereunder shall be the higher of either the taxes estimated above or the amount of actual taxes after the City-wide revaluation.

ARTICLE III: APPLICATION FEE

The Applicant has paid the sum of \$7,900 to the City as an application fee. Failure to make such payment shall cause the tax exemption to terminate.

ARTICLES IV: FEDERAL, STATE AND LOCAL LAW

The construction of the Improvements is subject to all applicable federal, State and local laws and regulations on pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements.

ARTICLE V: TERM OF EXEMPTION

The Tax Exemption granted shall be valid and effective for a period of five (5) full calendar years from the date of Substantial Completion of the Project, which shall ordinarily mean the date on which the City issues, or the Project is eligible to receive, a Certificate of Occupancy, whether temporary or final, for part or the whole of the Project. During the term of the tax exemption, the Applicant shall make an in lieu of tax payment to the City in accordance with the schedule set forth above. Prior to the commencement of the tax exemption, and upon expiration thereof, the Applicant shall pay full conventional taxes on the Improvements.

ARTICLE VI: REVALUE

The applicant has agreed that in the event the revalue results in a decrease in the amount of actual taxes otherwise due, for purposes of calculating a tax payment hereunder during the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes.

ARTICLE VII: NO COUNTY EQUALIZATION AND SCHOOL AID

Pursuant to N.J.S.A. 40A:21-11(c), the percentage, which the payment in lieu of taxes for the tax exempt property bears to the property tax which would have been paid had an exemption not been granted for the property under this Agreement, shall not be applied to the valuation of the property to determine the reduced valuation of the property to be included in the valuation of the City for determining equalization for county tax apportionment and school aid, during the term of the tax exemption agreement covering this property. At the expiration or termination of this Agreement, the reduced valuation procedure required under the Law shall no longer apply.

ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY

If during any year prior to the termination of this Agreement, the Applicant ceases to operate or disposes of the Property, or fails to meet the conditions for qualifying for tax exemption under this Agreement or pursuant to Law, then the tax which would have otherwise been payable for each and every year, shall become due and payable from the Applicant as if no exemption had been granted. The Tax Collector shall, within 15 days thereof, notify the owner of the Property of the amount of taxes due.

However, with respect to the disposal of the property, if it is determined that the new owner will continue to use the property pursuant to the conditions which qualify the property for exemption, the tax exemption shall continue and this Agreement shall remain in full force and effect.

ARTICLE IX: AFFORDABLE HOUSING TRUST FUND CONTRIBUTION REQUIRED

- A. **Contribution.** The Entity will pay the City the sum of \$49,931 or [\$1,500

residential per unit and \$1.50 per square foot of retail space] as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Tax Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Tax Agreement.

ARTICLE X: TERMINATION/ELIGIBILITY FOR ADDITIONAL TAX EXEMPTION

Upon the termination of this Agreement for tax exemption, the Project shall be subject to all applicable real property taxes as provided by State Laws and Regulations and City Ordinances. However, nothing herein shall be deemed to prohibit the Project, at the termination of this Agreement, from qualifying for and receiving the full benefits of any other tax preferences allowed by law. Furthermore, nothing herein shall prohibit the Applicant from exercising any rights under any other tax provisions of State law or City Ordinances.

In the event the owner elects to terminate this tax abatement after the revalue, the owner shall pay the City the difference of 100% of the full amount of the taxes otherwise due from the 1st year of this agreement to the date of termination.

ARTICLE XI: PROJECT EMPLOYMENT AGREEMENT

In order to provide City residents and businesses with employment and other economic opportunities, the Applicant agrees to comply with the terms and conditions of the Project Employment Agreement which is attached hereto as Exhibit C.

ARTICLE XII: NOTICES

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the party to be notified at the addresses set forth below or at such other address as either party may from time to time designate in writing:

Notice to City:

Business Administrator
City Hall, 280 Grove Street
Jersey City, New Jersey 07302

Notice to Applicant:

S.E. Management, LLC
155 Second Street
Jersey City, NJ 07302

And a Copy To:

Connell Foley, LLP
Harborside Financial Center
2510 Plaza Five
Jersey City, New Jersey 07311-4025
Attn: Charles J. Harrington, III, Esq.

ARTICLE XII: GENERAL PROVISIONS

This Agreement contains the entire Agreement between the parties and cannot be amended, changed or modified except by written instrument executed by the parties hereto.

In the event that any provisions or term of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; provided, however, that the City continues to receive the full benefit of any economic term hereunder.

This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

This agreement may be executed in several counterparts, each of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the Applicant have caused this Agreement to be executed on the date and year first above written.

WITNESS:

S. E. MANAGEMENT, LLC

BY: _____, Member

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

BY: _____
Robert J. Kakoleski
Acting Business Administrator

PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the ____ day of _____, 2014, between the **CITY OF JERSEY CITY** [City] and **S. E. MANAGEMENT, LLC**, having its principal office at 155 Second Street, Jersey City, NJ 07302. Recipient agrees as follows:

I. Definitions:

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into a contract with the City to implement, in whole or in part, this agreement.
2. "Construction Contract" means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway, or other improvement on a Project Site.
3. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 280 Grove Street, Jersey City, NJ 07302, Telephone #(201) 547-5611. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or exemption for a property or project which requires approval of the Municipal Council and which reduces the annual amount of taxes otherwise due, by \$25,000 or more in the aggregate;
6. "Employment" means any job or position during the construction and operational phase of the project. It includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. "Local Business" means a bona fide business located in Jersey City.
8. Acting Mayor Jerramiah T. Healy's Business Cooperative Program means the group within DEO under the Department of Administration responsible for collecting local and minority business contracts and capability information. This group operates the Supplier Alert service which is to be used by the Recipient to meet their good faith business contracting and construction subcontracting goals.

9. "Minority" means a person who is African, Hispanic, Asian, or American Indian defined as follows:
- a) "African-American" means a person having origins in any of the black racial groups of Africa.
 - b) "Hispanic" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Latino culture or origin, regardless of race, excluding, however, persons of European origin.
 - c) "Asian" means a person having origins in any of the original people of the Far East, Southeast Asia, and subcontinent India, Hawaii or the Pacific Islands.
 - d) "American Indian" means a person having origins in any of the original people of North America who maintains cultural identification through tribal affiliation or community recognition.
10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
11. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.
12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
13. "Project or Project Site" means the specific work location or locations specified in the contract.
14. The "Project Employment & Contracting Coordinator" is a member of the DEO staff under the Department of Administration who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Project Employment & Contracting Coordinator.
15. The "Project Employment & Contracting Monitor" or "Monitor" is a member of the DEO staff under the Department of Administration directly under the command of the Project Employment & Contracting Coordinator, who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting housekeeping as stipulated by this agreement.
16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.

17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
18. "The Registry" or "Jersey City Employment Registry" means a list maintained by the City or its designee of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.
21. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

II. Purpose:

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

III. Good Faith Goals:

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the Recipient will not be required to comply with the interviewing or reporting obligations set forth in Section VI 1., A-L (Construction Jobs) and Section VI, 2., A-J (Permanent Jobs). All goals for Construction Jobs shall be calculated as a percentage of the total number of work hours in each trade from the beginning of the project to its completion.

1. **Employment:** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.

2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

IV. Recipient Designee:

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient should send a letter of introduction regarding the "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix A. This principle officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix AZ

V. Term:

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance _____ approving the tax exemption and terminate 5 years from the date of Substantial Completion of the Project.

VI. Good Faith Defined:

1. **Construction Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Initial Manning Report:

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The initial manning report should contain an estimate of the total work force to be used at the Project Site, including the work force of any and all Contractors and Subcontractors. It should also describe the specific construction trades and crafts, and indicate the projected use of City residents, City resident Minorities and City resident women. Attached hereto as Appendix B is the Recipient's Initial Manning Report.
- iii) The Initial Manning Report shall be filed with the Project Employment and

Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

B. Developer's Contracting Obligations

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Acting Mayor Jerramiah T. Healy's Business Cooperative Program for local and minority vendors for any construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.
- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Acting Mayor Jerramiah T. Healy's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this agreement and the employment goals elaborated herein. An example of this Compliance Statement can be found in Appendix E.

D. Union Statement of Using Its Best Efforts

- i) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence to the Project Employment & Contracting Agreement to each union with which he/she has a collective bargaining agreement covering workers to be employed on the project.
- ii) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in DEO under the Department of Administration before work starts in order for a developer to be in compliance.
- iii) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such statement and the reasons given by the union for not signing such statement, and submit such documentation to the Project Employment & Contracting Monitor in DEO under the Department of Administration.

E. Sub-Contractors

The developer shall require that each prime contractor be responsible for the compliance of his/her subcontractors with the aforementioned Project Employment & Contracting requirements during the performance of the contract. Whenever the contractor sub-contracts a portion of the work on the project, the contractor shall bind the subcontractor to the obligations contained in these supplemental conditions to the full extent as if he/she were the contractor.

F. Union Apprentices

The contractor is responsible for assuring that resident and minority apprentices account for at least fifty (50%) percent of the total hours worked by union apprentices on the job in each trade listed in which apprentices are employed, according to the apprentice-to-journey-worker ratio contained in the collective bargaining agreement between the various unions, and shall hold each of his/her subcontractors to this requirement. The Recipient will require the contractor or subcontractor to promptly notify the City of any refusal of a union to utilize resident and minority apprentices.

G. Monthly Manning Report

- i) The Recipient will cause the Contractor to complete and submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.
- ii) The report will accurately reflect the total work hours in each construction trade or craft and the number of hours worked by City residents, including a list of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by employees of the Contractor and each of its Subcontractors. The Monthly Manning Report shall be in the form attached hereto as Appendix G.
- iii) The Recipient is responsible for maintaining or causing the Contractor to maintain records supporting the reported work hours of its Contractors or Subcontractors.

H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residency, including gender and ethnic/racial origin of each worker. The Certified Payroll report shall be in the form attached hereto as Appendix H.
- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

I. Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will request copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required to be filed with the US Commission of Equal Employment Opportunity Commission by the collective bargaining unit. These reports will be forwarded to the Project Employment & Contracting Monitor within one month of the signing of the Project Employment & Contracting Agreement.

J. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

K. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.

L. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Appendix I.
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

2. **Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will sit down with the head of the Registry to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:

- i) whether subcontractors will be used in the hiring process.
- ii) the specific types of jobs that need to be filled.
- iii) the qualifications needed for these particular jobs.
- iv) possible training programs offered by the permanent employer.

- v) the Recipient's goals and how it plans to meet these goals.
- vi) any other issues which need to be addressed by the Registry.

1. Subcontractor Notification -- If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix E.

2. Subcontractor Pre-Hiring Job Awareness Meeting -- Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 2.A(I-vi).

3. Subcontractors of Subcontractors--Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors above in Section VI 2.A.

B. Documentation of Hiring Plan--Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix J.

C. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the Registry with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the Registry to refer qualified applicants to the Recipient.

D. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the Project Employment & Contracting Coordinator in DEO under the Department of Administration with a copy of this advertisement.

E. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it from the Registry, to be maintained by the City or its designee. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.

F. Semi-Annual Employment Reports: The Recipient will submit written semi-annual employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will describe the job, whether the job is held by a City resident, minority resident or woman resident. The report will explain in writing the reasons why any qualified applicant referred by the Registry (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired. An example of this report is found in Appendix K.

G. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.

H. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the semi-annual reports.

I. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.

J. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

3. Business Contracting

Good Faith shall mean compliance with all of the following conditions:

1) Solicitation of Businesses:

a) One month before accepting bids for goods and services, the Recipient must forward a letter with requests for quotation or bid to Acting Mayor Jeremiah T. Healy's Business Cooperative Program for local and local minority vendors for any construction or building operating goods, services and subcontracting opportunities. An example of this letter can be found in Appendix D.

b) After submission of bids, the Recipient will document whether the bid was accepted or rejected, and state the reason why. An example of this documentation can be found in Appendix D2.

i) Semi-Annual Purchasing Reports: The Recipient will submit written semi-annual purchasing reports which will include a list of all contracts awarded over a six month period and the dollar amounts of these contracts. The reports will specify the number and dollar amount of contracts awarded to Local Businesses and Minority or Women Owned Local Businesses. An example of these reports can be found in Appendix L.

ii) No Utilization of Local and Local Minority Vendors As Conduits For Vendors That Are Not Local Or Minority Owned:

The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by DEO under the Department of Administration of a Recipient, either knowingly or unknowingly, using the masthead of a local or minority owned

business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

4. Summation of Documentation Needed For Compliance with Agreement

1. Letter Designating Project Employment & Contracting Officer (Appendix A)
2. Letter designating Project employment & Contracting Officer to Recipient's Employees (App.) AZ
3. Example of Initial Manning Report (Appendix B)
4. Letter Of Acceptance of Initial Manning Report (Appendix C)
5. Letter From Developer Forwarding Requests for Quotation or Bid for Minority and Residential Vendors from Acting Mayor Jerramiah T. Healy's Business Cooperative Program (Appendix D)
6. Documentation of Bid Submission (Appendix D2)
7. Letter Expressing Project Employment & Contracting Obligations to Contractors/ Subcontractors (Appendix E)
8. Union Statement of Best Efforts (Appendix F)
9. Example of Monthly Manning Report (Appendix G)
10. Example of Monthly Certified Payroll Report (Appendix H)
11. Example of Bi-Weekly Site Visit Report (Appendix I)
12. Example of Documentation of Hiring Plan (Appendix J)
13. Example of Semi-Annual Employment Report (Appendix K)
14. Example of Semi-Annual Purchasing Report (Appendix L)

VII. Notices of Violation:

1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have four (4) working days to correct the violation. An example of an Advisory Notice can be found in Appendix M.
2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City within four (4) working days, the City shall then issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation. An example of a Violation Notice can be found in Appendix N.
3. Correcting the Violation: Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
4. Extension of Time to Correction: Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation

will be considered not corrected.

5. Meetings Concerning Violations: The City may provide an opportunity for a meeting with the Recipient, his Contractors or Subcontractors in an effort to achieve compliance; or may respond to Recipient's request for a meeting after the Recipient has made timely submission of a written explanation pursuant to the above. The meeting shall be requested no later than two days after the alleged violator has submitted the written explanation.
6. Interviews Relating to Violations: The City may conduct interviews and may request additional information from appropriate parties as is considered necessary to determine whether the alleged violation has occurred.
7. Determination of Violation: The City shall issue a determination of whether the Recipient is in violation of this agreement as soon as possible but not later than thirty days after the delivery of the Violation Notice to the Recipient. If the City determines that the Recipient is in violation, the City shall be entitled to the liquidated damages provided below.

VIII. Damages:

While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration of any period to correct the violation, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- a) failure to file Initial Manning Reports (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracting): Five (5%) percent increase in the annual payment in lieu of taxes;
- b) failure to conduct Pre-hiring Interviews or submit Compliance Statement (Construction Jobs) or Solicit Bids (Business Contracting): Three (3%) percent increase in the annual payment in lieu of taxes;
- c) failure to allow record or work place access or submit any other required reports (all categories): Two (2%) percent increase in the annual payment in lieu of taxes.
- d) the use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: Five (5%) percent increase in the annual payment in lieu of taxes.

IX. Commercial Tenants at the Project Site:

1. The Recipient shall send all tenants of commercial space within the Project Site a letter and a Tenant Employment Services Guide in the form attached as Appendix O.

2. The Recipient shall solicit information from tenants of commercial space about the composition of the work force of each tenant. The information solicited will be submitted to the Project Employment & Contracting Monitor, which shall provide the Recipient with a questionnaire in the form attached as Appendix P.
3. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than October 31 of each year.
4. The Recipient shall send all tenants of commercial space within the Project Site a Supplier Alert Service Registration Package in the form attached as Appendix Q.

X. Notices

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

S.E. Management, LLC
155 Second Street
Jersey City, NJ 07302

2. When sent by the Recipient to the City, it shall be addressed to:

Project Employment & Contracting Monitor
Department of Administration
Division of Economic Opportunity
280 Grove Street – 1st Floor
Jersey City, New Jersey 07302

with separate copies to the Mayor and the Business Administrator; unless prior to giving of such notice, the City or the Recipient shall have notified the other in writing.

XI. Adoption, Approval, Modification:

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

XII. Controlling Regulations and Laws:

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Acting Business Administrator

WITNESS:

S. E. MANAGEMENT, LLC

Secretary

President

City Clerk File No. Ord. 14.004

Agenda No. 3.D 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.004

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING
TITLE AMENDMENTS TO ARTICLE III (PROCEDURES AND CHECKLISTS) OF THE LAND
DEVELOPMENT ORDINANCE TO REVISE THE DEVELOPMENT CHECKLISTS**

WHEREAS, the Municipal Council, pursuant to NJSA 40:55D-62, may adopt or amend a zoning ordinance relating to the nature and extent of the uses of land and of buildings and structures thereon; and

WHEREAS, the Municipal Council adopted the Land Development Ordinance, Chapter 345 of the Code of the City of Jersey City, on April 11, 2001, (Ordinance No. 01-042), and several amendments since then; and

WHEREAS, Article III of the Ordinance includes checklists for development applications to the Division of City Planning; and

WHEREAS, it is necessary amend the checklists to for clarity and to require that photographs be provided; and

WHEREAS, the Municipal Council, pursuant to NJSA 40:55D-64, has sought and received the recommendations of the Jersey City Planning Board relative to these issues; and

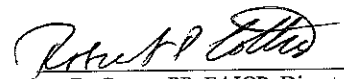
WHEREAS, the Planning Board at its meeting of October 29, 2013 did vote to recommend that the Municipal Council amend the Land Development Ordinance Section III; and

WHEREAS, the amendments to the Land Development Ordinance are attached hereto and made a part hereof, and are available for public inspection at the Office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the Land Development Ordinance, be and hereby is amended as per the attached document;

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.


Robert D. Cotter, PP, FAICP, Director
Division of City Planning

APPROVED AS TO LEGAL FORM

APPROVED: 

APPROVED: _____

Corporation Counsel

Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING
AMENDMENTS TO ARTICLE III (PROCEDURES AND CHECKLISTS) OF THE LAND DEVELOPMENT
ORDINANCE TO REVISE THE DEVELOPMENT CHECKLISTS**

Initiator

Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, AICP	Director
Phone/email	201-547-5010	bobbyc@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This Ordinance will amend Article III of the Land Development Ordinance (Zoning Ordinance) to modify the General Development Applicant checklists for clarity and to require additional photographs.

I certify that all the facts presented herein are accurate.


Signature of Department Director

12/10/13
Date

Department of Housing, Economic Development & Commerce
Division of City Planning



Inter-Office Memorandum

DATE: December 4, 2013
TO: Council President Lavarro, Anthony Cruz, Bob Cotter
FROM: Kristin J. Russell, PP, AICP
SUBJECT: LDO Amendment – Checklists

The Land Development Ordinance includes a series of checklists for those who are applying for development with the Division of City Planning. On an ongoing basis, these checklists are revised for clarity or to add/remove items which are deemed important.

This amendment is a standard administrative change, removing unnecessary items, modifying for clarity, and adding a requirement that area photographs be provided for context.

SUMMARY STATEMENT

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO ARTICLE III (PROCEDURES AND CHECKLISTS) OF THE LAND DEVELOPMENT ORDINANCE TO REVISE THE DEVELOPMENT CHECKLISTS

This Ordinance will amend Article III of the Land Development Ordinance (Zoning Ordinance) to modify the General Development Applicant checklists for clarity and to require additional photographs.

Minor Site Plan Checklist

CASE #: _____
 DATE: _____
 PROPERTY ADDRESS: _____
 APPLICANT: _____
 OWNER: _____

	Submitted			Waiver requested *	Remarks (for staff only)
	Yes	No	N/A		
1. Completed General Development Application (applicable sections).					
2. Plan drawn, signed, and sealed by a P.E., L.S., P.P., or R.A. as permitted by law and based on a current survey.					
3. The scale shall be a minimum of 1"=20' or as required by the planning staff. No 15' scale.					
4. The plan size shall be one of the following: 8.5x13"; 15x21"; 24x36"; or 30x42".					
5. Current survey upon which plan is based.					
6. A key map at a scale not less than 1" to 600' depicting a 1000' radius clearly identifying zoning district, streets and lots involved in the application. To be located on the first numbered drawing sheet.					
7. Title block and basic information: A) Project Title B) Date of Original Preparation and Date(s) of revision C) North arrow to be designed so that north is facing the top of the page. D) Graphic Scale E) Tax block, lot numbers and street addresses F) Name, address and license number of person preparing plan					
8. Zoning table, <i>located on first numbered page</i>					
9. Site plan, including all proposed structures and building footprints, paved areas, curb cuts, and egress points. Site plans shall not include existing conditions to be removed.					
10. For rehabilitation projects, existing and proposed floorplans and elevations shall be provided side-by-side for comparison.					
11. Affidavit of Performance					
12. Affidavit of Ownership					
13. 10% disclosure, if applicable					
14. Letter of Rejection from Zoning Officer, if available					
15. Application Fee					
16. Certificate of tax and water bills paid					
17. Current color site photo and photo including adjacent properties, where applicable					
18. Comprehensive plan (if cell antenna application)					
19. Elevations of all applicable façades, including window dimensions					
20. Roof plan, if applicable					
21. Application filed with the Historic Preservation Commission, if applicable.					

* If a waiver is requested, please supply detailed reasons for the request. Attach additional sheets if necessary.

Minor Subdivision Checklist

CASE #: _____
 DATE: _____
 PROPERTY ADDRESS: _____
 APPLICANT: _____
 OWNER: _____

	Submitted			Waiver requested *	Remarks (for staff only)
	Yes	No	N/A		
1. Completed General Development Application (applicable sections).					
2. Originally signed and sealed maps as described: A) One when initial application is filed. B) Review agent sets (when instructed by Staff) C) Fourteen for planning Board (when complete) D) Eleven for Zoning Board (when complete) (1) Signature and seal of map preparer; Licensed Engineer, Architect or Land Surveyor in New Jersey on all pages. (2) A key map at a scale not less than 1"=600' depicting a 1000' radius clearly identifying zoning district, streets and lots involved in the application. To be located on the first numbered drawing sheet. (3) The scale shall be a minimum of 1"=20' for tracts up to 40 acres and 1"=50' for tracts over 40 (4) The subdivision plat size shall be one of the following: 8.5x13"; 15x21"; 24x36"; or 30x42". (5) Zoning table (6) Plat Details (a) A definite point of beginning, referenced by adjacent lines. (b) Each boundary of the survey, shown by metes, bounds and bearings, indicated by magnetic, true north or relative bearing. (c) The area(s) of both the original and proposed lots. (d) Any right-of-way or other permanent easement existing on the property. (e) Any building line restrictions of record. (f) All property lines not to change shall be indicated by heavy solid lines. (g) All property lines to be changed shall be indicated by broken lines. (h) All new property lines shall be shown in heavy broken lines. (i) Tax block, lot number(s) and street addresses (j) Dates of drawings and revisions, if any. (k) Graphic scale (l) Project title (m) North arrow: to be designed so that the north is facing the top of the page.					

Minor Subdivision Checklist

	Submitted			Waiver	Remarks (for staff only)
	Yes	No	N/A	requested *	
3. Affidavit of Performance					
4. Affidavit of Ownership					
5. 10% disclosure, if applicable					
6. Letter of Rejection from Zoning Officer, if available					
7. Application Fee					
8. Certificate of tax and water bills paid					
9. Current color site photo <i>and photo including adjacent properties, where applicable.</i>					

* If a waiver is requested, please supply detailed reasons for the request. Attach additional sheets if necessary.

Preliminary and Final Major Subdivision Checklist

CASE #: _____
 DATE: _____
 PROPERTY ADDRESS: _____
 APPLICANT: _____
 OWNER: _____

	Submitted			Waiver	Remarks (for staff only)
	Yes	No	N/A	requested *	
1. Completed General Development Application (applicable sections).					
2. Affidavit of Ownership					
3. Affidavit of Performance					
4. The following number of maps as described, and metes and bounds description bearing original signature and seal of the New Jersey licensed surveyor preparing them, shall be submitted: A) One when initial application is filed. B) Review agent sets (when instructed by Staff) C) Fourteen for planning Board (when complete) D) Eleven for Zoning Board (when complete) (1) Signature and seal of map preparer; Licensed Engineer, Architect or Land Surveyor in New Jersey on all pages. (2) A key map at a scale not less than 1" to 600' depicting a 1000' radius clearly identifying zoning district, streets and lots involved in the application. To be located on the first numbered drawing sheet. (3) The scale shall be a minimum of 1"=20' for tracts up to 40 acres and 1"=50' for tracts over 40 acres. (4) The subdivision plat size shall be one of the following: 8.5x13"; 15x21"; 24x36"; or 30x42". (5) Zoning table (6) Plat Details (a) A definite point of beginning, referenced by adjacent lines. (b) Each boundary of the survey, shown by metes, bounds and bearings, indicated by magnetic, true north or relative bearing. (c) The area(s) of both the original and proposed lots. (d) Any right-of-way or other permanent easement existing on the property. (e) Any building line restrictions of record. (f) All property lines not to change shall be indicated by heavy solid lines: (g) All property lines to be changed shall be indicated by broken lines. (h) All new property lines shall be shown in heavy broken lines. (i) Tax block, lot number(s) and street addresses address: (j) Dates of drawings and revisions, if any. (k) Graphic scale (l) Project title (m) North arrow: to be designed so that the north is facing the top of the page.					

[illegible]

5. Certified list and block diagram of all property owners within 200'.				
6. 10% disclosure, if applicable				
7. Letter of Rejection from Zoning Officer, if available				
8. Application Fee				
9. Certificate of tax and water bills paid				
10. Current color site photo <i>and photo including adjacent properties, where applicable.</i>				
11. Review agent signature sheet, if applicable				

* If a waiver is requested, please supply detailed reasons for the request. Attach additional sheets if necessary.

[illegible]

City Clerk File No. Ord. 14.005

Agenda No. 3.E 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.005

TITLE:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE PERTAINING SIDE YARD SETBACKS IN THE R-1 ZONE

WHEREAS, the Municipal Council, pursuant to NJSA 40:55D-62, may adopt or amend a zoning ordinance relating to the nature and extent of the uses of land and of buildings and structures thereon; and

WHEREAS, the Municipal Council adopted the Land Development Ordinance, Chapter 345 of the Code of the City of Jersey City, on April 11, 2001, (Ordinance No. 01-042), and several amendments since then; and

WHEREAS, Article V includes bulk standards for the R-1 one- and two-family residential zone, including side yard setback standards; and

WHEREAS, the existing setback requirements are intended to provide light and air to the residents, but may in some cases result in the blocking of very old, nonconforming windows; and

WHEREAS, in order to protect these windows and the quality of life of those living in the affected buildings, it is necessary to modify the side yard setback standards to require new structures to accommodate the preexisting windows and provide the space necessary to meet fire code for window openings; and

WHEREAS, the Municipal Council, pursuant to NJSA 40:55D-64, has sought and received the recommendations of the Jersey City Planning Board relative to these issues; and

WHEREAS, the Planning Board at its meeting of December 3, 2013 did vote to recommend that the Municipal Council amend the Land Development Ordinance Section V as it pertains to R-1 setback requirements; and

WHEREAS, the amendments to the Land Development Ordinance are attached hereto and made a part hereof, and are available for public inspection at the Office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the Land Development Ordinance, be and hereby is amended as per the attached document;

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.



Robert D. Cotter, FAICP, PP, Director
Division of City Planning

APPROVED AS TO LEGAL FORM

APPROVED: 

APPROVED: _____

Corporation Counsel

Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING
AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE PERTAINING SIDE YARD
SETBACKS IN THE R-1 ZONE**

Initiator

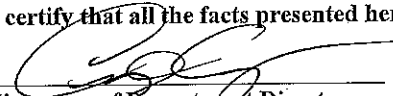
Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, AIP	Director
Phone/email	201-547-5010	bobbyc@nj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This Ordinance will amend Article V of the Land Development Ordinance (Zoning Ordinance) to modify the side yard setback standards in the R-1 one- and two-family residential zone in order to protect preexisting nonconforming windows from being blocked up by adjacent structures. New structures will be required to provide the setbacks needed to retain those openings safely and legally.

I certify that all the facts presented herein are accurate.


Signature of Department Director

12/11/13
Date

Department of Housing, Economic Development & Commerce
Division of City Planning



Inter-Office Memorandum

DATE: December 4, 2013

TO: Council President Lavarro, Anthony Cruz, Bob Cotter

FROM: Kristin J. Russell, PP, AICP

SUBJECT: LDO Amendment – R-1 side yard setback standards

The Land Development Ordinance provides bulk standards, including side yard setback standards, for all zones. The R-1 (one- and two-family residential) zone has a mix of attached and detached houses citywide, often varying from one neighborhood or block to the next. Therefore, the existing zoning requires that blocks with detached housing provide side yard setbacks, and areas with attached housing maintain the existing character by building to the lot line.

It has been discovered that requiring new buildings to build on the lot line may compromise existing windows on adjacent structures. Today, a window must be 3 feet from a property line in order to ensure adequate light and air, and to provide a means of escape in case of fire. However, years ago that was not the case and there are occasionally buildings that do not have this 3 foot setback at the windows.

The proposed zoning amendment addresses these circumstances. Specifically, the language will require that new structures provide a 3 foot setback or window well on their property if the adjacent structure has a preexisting window less than 3 feet from the property line. This will protect any windows on adjacent properties and maintain the light and air for the residents.

SUMMARY STATEMENT

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE PERTAINING SIDE YARD SETBACKS IN THE R-1 ZONE

This Ordinance will amend Article V of the Land Development Ordinance (Zoning Ordinance) to modify the side yard setback standards in the R-1 one- and two-family residential zone in order to protect preexisting nonconforming windows from being blocked up by adjacent structures. New structures will be required to provide the setbacks needed to retain those openings safely and legally.

As of 11/19/13

§345-40

R-1 One and Two Family Housing District

A. No change

B. No change

C. No change

D. no change

E. Bulk Standards for One and Two Family Dwellings.

1. Minimum Lot Size: Two thousand five hundred (2,500) square feet.
2. Minimum Lot Width: Twenty-five (25) feet.
3. Minimum Lot Depth: One hundred (100) feet.
4. Front Yard Setback:

Front yard setback shall match the setback of the Front Primary Façade (see Article I for definition of Front Primary Façade) of the closest permitted use on either side of the subject parcel, provided that the building setback to be matched shall be closest to the predominant (most frequently occurring) setback on the blockfront. A current signed and sealed survey of the subject property showing adjacent building setbacks on both sides along with photos showing the entire blockfront to the left and right of the subject property must be provided to the Zoning Officer as part of the application for a building permit.

5. Side Yards:

- a. Minimum 2 feet (one)/5 feet (both) if adjacent dwelling is detached with side yard; where adjacent dwelling has 0 side yard (i.e., is built to the side lot line) then maximum 0.0 feet is required (i.e. new house must also be built to the side lot line); except where existing adjacent building has windows **less than three (3) feet from** ~~on~~ the side lot line then three feet required starting from one foot in front of the first window to the rear building line.
- b. In the case of construction of two or more houses, maximum 0.0 feet required between all new houses in the row where the end house is adjacent to a dwelling with no side yard. Same standards shall apply to corner lots.

6. Minimum Rear Yard:

- a. The rear yard setback shall be added to the front yard setback (as determined above) to produce a total of not less than thirty-five (35) feet, provided however, that in no case shall a rear yard be less than twenty (20) feet. The mathematical formula for this calculation is as follows.

X = required front yard setback

Y = required rear yard setback

$X + Y = \text{at least 35 feet}$

For example:

Front Yard	Rear Yard	Total
0	35	35
5	30	35
10	25	35
12	23	35
15 or more feet	20	35 or more feet
16	20	36
17	20	37
20	20	40
Etc.		

- b. Where lot depth exceeds one hundred (100) feet, the minimum rear yard as determined by the above standard shall be increased by fifty percent (50%) of the portion of the lot depth in excess of one hundred (100) feet.
7. Maximum Building Height: Three stories with a minimum floor to ceiling height of nine feet, a maximum floor to ceiling height of twelve (12) feet, and a maximum of five additional feet between the top of the third floor and the topmost point of any peaked roof (where a peaked roof is deemed appropriate under the design standards), provided that a minimum of two adjacent floors must be connected solely by means of a staircase internal to the unit, and provided that only one of the two internally connected floors may have a kitchen and/or a full bath.

For the purposes of calculating the maximum allowable building height an additional twelve (12) inches is assumed between the ceiling of each story and the floor above in accordance with the chart below:

Fl. to Ceiling ht	Fl. to fl. ht	Total bldg ht with flat roof	Total ht with peaked roof
9 ft	10 ft	30 ft	35 ft
10 ft	11 ft	33 ft	38 ft
11 ft	12 ft	36 ft	41 ft
12 ft	13 ft	39 ft	44 ft

In the case of varied floor to ceiling heights, the total permitted building height with a flat roof shall be the sum of the floor to ceiling heights of each floor plus twelve inches per floor. The total permitted building height with a peaked roof is five feet higher than with a flat roof.

8. Maximum Building Coverage: Sixty percent (60%).
9. Maximum Lot Coverage: Eighty-five percent (85%).
10. Maximum Accessory Building Height: Fifteen (15) feet.
11. Minimum Accessory Building Setbacks:

Rear Yard: Seven and one half feet;

Side Yard: Two feet.

F. No Change .

G. No change

H. No change

I. No change.

J. No change.

K. No change.

L. No Change.

M. No change.

City Clerk File No. Ord. 14.006

Agenda No. 3.F 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.006

TITLE:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE PERTAINING TO SIGNAGE

WHEREAS, the Municipal Council, pursuant to NJSA 40:55D-62, may adopt or amend a zoning ordinance relating to the nature and extent of the uses of land and of buildings and structures thereon; and

WHEREAS, the Municipal Council adopted the Land Development Ordinance, Chapter 345 of the Code of the City of Jersey City, on April 11, 2001, (Ordinance No. 01-042), and several amendments since then; and

WHEREAS, Article V includes Signage Standards for all districts; and

WHEREAS, the existing Signage Standards would benefit from amendments to clarify descriptions and exemptions for cornerstone-type signs and guidance for signage in zones without clear standards; and

WHEREAS, the Municipal Council, pursuant to NJSA 40:55D-64, has sought and received the recommendations of the Jersey City Planning Board relative to these issues; and

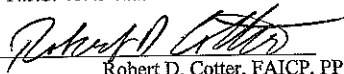
WHEREAS, the Planning Board at its meeting of December 3, 2013 did vote to recommend that the Municipal Council amend the Land Development Ordinance Section V as it pertains to Signage; and

WHEREAS, the amendments to the Land Development Ordinance are attached hereto and made a part hereof, and are available for public inspection at the Office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the Land Development Ordinance, be and hereby is amended as per the attached document;

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.


Robert D. Cotter, FAICP, PP, Director
Division of City Planning

APPROVED AS TO LEGAL FORM

APPROVED: 

APPROVED: _____

Corporation Counsel

Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE PERTAINING TO SIGNAGE

Initiator


Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, AICP	Director
Phone/email	201-547-5010	bobbyc@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This Ordinance will amend Article V of the Land Development Ordinance (Zoning Ordinance) to modify the Signage Standards by clarifying cornerstone-type exemptions and by providing guidance for signage in zones without clear standards.

I certify that all the facts presented herein are accurate.


Signature of Department Director

12/23/13
Date

Department of Housing, Economic Development & Commerce
Division of City Planning



Inter-Office Memorandum

DATE: December 4, 2013

TO: Council President Lavarro, Anthony Cruz, Bob Cotter

FROM: Kristin J. Russell, PP, AICP

SUBJECT: LDO Amendment – Signage Standards

The Land Development Ordinance outlines standards and guidelines for signage citywide. Presently, there is an exemption for cornerstone-type signs. However, the current language can, and has, lead to confusion. Therefore, the proposed amendment simplifies the language to clarify the intent of the exemption. The revision maintains the right of buildings to have a cornerstone, tablet, plaque, or similar to describe the history of the building.

Second, in rare circumstances a particular building or zone may not have explicit sign standards. This can happen when a use is nonconforming or when a Redevelopment Plan did not anticipate buildings with signage. To address this situation, we have added language instructing affected parties to refer to the most similar zone and use for signage guidelines.

SUMMARY STATEMENT

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE PERTAINING TO SIGNAGE

This Ordinance will amend Article V of the Land Development Ordinance (Zoning Ordinance) to modify the Signage Standards by clarifying cornerstone-type exemptions and by providing guidance for signage in zones without clear standards.

11/7/13

345-68. Signs**A. Exempt Signs**

1. Any public notice or warning required by a valid and applicable federal, state, county or local law, regulation or ordinance.
2. Any sign which is inside a building, not attached to a window or door, and is not readable from a distance of more than three feet beyond the lot line of the lot or parcel nearest to where such sign is located.
3. Holiday lights and decorations with no commercial message.
4. Any sign ~~indicating the name of a building and/or date of construction and/or other incidental information about its construction, which may be cut into a masonry surface or made of bronze or of similar permanent material such as historic tablets,~~ **describing the history of the building with tablets,** cornerstones or similar, ~~memorial plaques, and emblems embedded on the façade below 4 feet.~~
5. Traffic control signs on private property, which meet Department of Transportation standards, and which contain no commercial message of any sort.
6. Flags of the United States, New Jersey, the City of Jersey City and flags of foreign nations.
7. Signs or banners advertising public or quasi-public events that are posted with the permission of the City Council or of any person to whom the City Council has delegated this authority according to guidelines set by City Council.
8. Pump mounted fuel price information signs subject to the following:
 - a. Only one fuel price informational sign shall be permitted per fuel pump
 - b. Fuel price informational signs shall be limited in size to an area of two hundred sixteen (216) square inches in accordance with State and Federal regulations
 - c. Each fuel price informational sign shall be affixed directly and firmly to a fuel pump and shall be stationary.
 - d. Nothing herein shall be construed to prohibit the advertisement of fuel prices on any other sign meeting the requirements of this section.
9. U.S. Postal Regulation Mailboxes
10. Political Signs. Such signs may be displayed for a period of not more than thirty (30) days before the election and not more than three days after the election.

B. Zoning Standards

1. Individual Sign Area Measurement

- a. The area of a sign face (which is also the sign area of a wall sign or other sign with only one face) shall be computed by means of the smallest square, circle, rectangle, triangle, or combination thereof that will encompass the extreme limits of the writing, graphic, illustration, picture, symbol or other display, together with any material or color forming an integral part of the background of the sign. For purposes of calculating sign area, any illuminated border including those which may frame a window shall be included in the sign area calculation and used to differentiate the sign from the backdrop or structure against which it is placed. This does not include any supporting framework, bracing or decorative fence or wall when such fence or wall otherwise meets zoning regulations and is clearly incidental to the sign itself.
- b. No sign shall have more than two display faces. The sign area for a sign with two display faces shall be computed by adding together the area of all the sign's faces which are visible from any one point. When a sign has two display faces such that both faces cannot be viewed from any one point at the same time, the sign's area shall be computed by the measurement of the larger of the two faces.

2. *In cases where sign standards are not established, standards from the most similar zone and use shall apply.*

3. Glazed Area. Any glazing in doorways shall be considered part of the glazed area. For purposes of calculating window signs, a window shall be considered the glazed area. Signs which are required by county, state, or federal agencies are exempt from calculation of permanent signage.
4. Measurement of Height. The height of a freestanding sign shall be computed as the distance from the base of the sign at normal grade to the top of the highest attached component of the sign. Normal grade shall be considered to be the lower of existing grade prior to construction or the newly established grade after construction, exclusive of any filing, berming, mounding or excavation solely
5. The following signs are prohibited:

- a. No billboards or other off-site advertising signs shall be erected, used or maintained within the City of Jersey City except in the CBD Central Business District.
- b. No signs shall be placed on fences, walls, utility poles, trees, railway or road bridges, bridge supports or abutments, retaining walls, parking meters or water towers unless approved by the City Council.
- c. No roof signs, also known as "sky signs" shall be allowed except in the CBD.
- d. No signs above the 2nd floor of any building other than hotels.
- e. No sign shall be placed on an accessory building.
- f. No sign shall be lighted by means of a varied illuminated light, nor shall any sign be in whole or in any part moving, mobile, revolving and/or electrically or mechanically activated except in the CBD Central Business District. Signs displaying the time and/or temperature shall be permitted in non residential districts.
- g. No sign shall be allowed with the optical illusion of movement by means of a design which presents a pattern capable of reverse perspective, giving the illusion of motion or changing copy except in the CBD.
- h. No signs shall be allowed that are placed on or affixed to vehicles and/or trailers which are parked on a public right-of-way, public property or private property so as to be visible from a public right-of-way where the apparent purpose is to advertise a product, service or activity or direct people to a business or activity. This is not intended, however, to prohibit signs placed on or affixed to vehicles, buses or trailers where the sign is incidental to the primary use of the vehicle or trailer.
- i. No sign shall be allowed to obstruct any window or door opening used as a means of egress, interferes with an opening required for legal ventilation, or is attached to or obstructs any standpipe, fire escape or fire hydrant.
- j. No sign shall be allowed which obstructs the view of vehicle operators or pedestrians entering a public roadway from any parking area, service drive, public driveway, alley or other thoroughfare.
- k. No building sign shall be greater than 4 feet from the building face.

6. The following signs and the standards and conditions that govern such signs are set forth in the sign matrix. All other signs are expressly prohibited.

C. Design Standards

1. Signs shall be in harmony and consistent with the architecture of the building and relate to the features of the building in terms of location, scale, color, lettering, materials, texture and depth. Signs shall not be dominant but shall be proportionate and shall complement the building, existing signs and surroundings.
2. There shall be consistent sign design throughout a particular project. The design elements include style of lettering, construction materials, size and illumination.
3. Building signs shall not obscure, conflict with or cover any architectural element and must be aligned with major building elements such as windows, trim and structure lines.
4. No sign shall extend or project above the highest elevation of the wall to which it is attached or above the lowest part of the roofline of the building, whichever is less.
5. Illuminated signs.
 - a. Internally illuminated signs shall only be permitted in the HC, and C/A zones.
 - b. Signs lit by external sources shall be allowed but shall be located in such a manner so as to avoid any glare on adjacent property. Sources of sign illumination shall be completely shielded from the view of vehicular traffic using the road or roads abutting the lot on which the sign is located.
 - c. External lights used for the illumination of any sign on a mounted building, whether or not such light fixtures are attached to or separate from the building, shall not extend above the highest elevation of the front wall of the building or more than eighteen (18) feet above the street level of the premises, whichever is less.
6. Signs and sign structures of all types shall be located to allow a clear, unobstructed line of sight for 300 feet from the stop line of any intersection of streets and/or driveways. No sign shall project into a sight triangle below the second story floor level or the height of a traffic signal or traffic directional sign in the intersection, whichever is higher.

D. Nonconforming Signs

1. No nonconforming sign may be enlarged or altered in a way which would increase its nonconformity. Existing nonconforming permanent signs may continue to exist;

however, when the sign is modified either in shape, size, illumination or structure, the sign shall be altered to conform to the provisions of this section.

2. Should any nonconforming sign be damaged by any means to an extent of more than fifty (50) percent of its replacement cost at time of damage, it shall not be reconstructed except in conformity with the provisions of this section.

City Clerk File No. Ord. 14.007

Agenda No. 3.6 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.007

TITLE:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE PERTAINING FENCING

WHEREAS, the Municipal Council, pursuant to NJSA 40:55D-62, may adopt or amend a zoning ordinance relating to the nature and extent of the uses of land and of buildings and structures thereon; and

WHEREAS, the Municipal Council adopted the Land Development Ordinance, Chapter 345 of the Code of the City of Jersey City, on April 11, 2001, (Ordinance No. 01-042), and several amendments since then; and

WHEREAS, Article V includes fencing standards (§345-67) for properties citywide; and

WHEREAS, with the increased prevalence of roof decks, it is necessary to provide fencing standards for these rooftop amenities; and

WHEREAS, it is also necessary to modify fence height standards in order to accommodate lots with a sloped grade; and

WHEREAS, the Municipal Council, pursuant to NJSA 40:55D-64, has sought and received the recommendations of the Jersey City Planning Board relative to these issues; and

WHEREAS, the Planning Board at its meeting of October 1, 2013 did vote to recommend that the Municipal Council amend the Land Development Ordinance Section V as it pertains to fencing; and

WHEREAS, the amendments to the Land Development Ordinance are attached hereto and made a part hereof, and are available for public inspection at the Office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the Land Development Ordinance, be and hereby is amended as per the attached document;

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.


Robert D. Cotter, FAICP, PP, Director
Division of City Planning

APPROVED AS TO LEGAL FORM

APPROVED: 

Corporation Counsel

APPROVED: _____

Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE PERTAINING FENCING

Initiator

Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, AICP	Director
Phone/email	201-547-5010	bobbyc@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This Ordinance will amend Article V of the Land Development Ordinance (Zoning Ordinance) to modify fencing standards (§345-67) citywide in order to address fencing on roof decks and height of fencing on sloped lots.

I certify that all the facts presented herein are accurate.


Signature of Department Director

12/4/13
Date

Department of Housing, Economic Development & Commerce
Division of City Planning



Inter-Office Memorandum

DATE: December 4, 2013

TO: Council President Lavarro, Anthony Cruz, Bob Cotter

FROM: Kristin J. Russell, PP, AICP

SUBJECT: LDO Amendment – Fencing Standards

The Land Development Ordinance provides fencing standards in §345-67.

Over the past several years, roof decks have been increasingly popular in Jersey City. As such, it is now appropriate to regulate fences on rooftops. Until now, fencing standards applied only to ground-level fencing. This is important not only to regulate such fences, but to protect adjacent residents from unsightly (unregulated) fencing.

Second, there have been instances of determining fence height on sloped properties that have made it necessary to revise our height standard. In cases where there is a slope or hill on a property, it is preferable to have a consistent height even if slightly higher, than to have a jagged or irregular fence top. The revisions will allow for a 10% height increase in order to address this need. This will generally result in a 4- to 7-inch height increase on properties where the owner can show that slope issues necessitate this increase.

SUMMARY STATEMENT

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE PERTAINING FENCING

This Ordinance will amend Article V of the Land Development Ordinance (Zoning Ordinance) to modify fencing standards (§345-67) citywide in order to address fencing on roof decks and height of fencing on sloped lots.

9/18/13

345-67. Fences and Walls**A. Zoning Standards****1. Location and Height standards**

- a. Residential Districts Maximum Height
 - i. Front Yard. Four feet except for parking areas of six spaces or more developed in accordance with the ordinance, then the maximum height shall be six feet;
 - ii. Side Yard. Six feet maximum height;
 - iii. Rear Yard. Eight feet maximum height.
- b. Commercial Districts Maximum Height
 - i. Front Yard. Four feet except for parking areas of six spaces or more developed in accordance with the ordinance, then the maximum height shall be six feet;
 - ii. Side Yard. Six feet maximum height;
 - iii. Rear Yard. Eight feet maximum height.
- c. Industrial Districts Maximum Height
 - i. All yards. Twelve (12) feet.
- d. Corner lots. Fences on corners shall maintain clear lines of sight for vehicular traffic and shall be subject to the requirements of sight triangles. On corner lots, the fencing shall have matching fence heights on both frontages.

- 2. Chain link fences shall not be permitted in the front yard.
- 3. Vacant Lots shall be exempt from the standards listed above. Vacant lots shall be permitted to have six foot high chain link fence along the front and side yard and eight feet along the rear yard. All chain link fencing is to be removed upon development of the property.
- 4. Barbed wire / razor wire fencing is prohibited.

B. Design Standards

- 1. Fences and walls shall complement the architectural character of the principal building.

2. The **most** finished side of all fences shall face "out" from the property. ~~At~~ **All** structural supporting members of the fence must face the interior portion of the lot **and no portion of any fence may extend beyond or across the property line.**
3. **For fences on roof decks, the most finished side of all fences shall face "out" from the area which it is enclosing.**
4. **Fence height shall be measured from finished grade. Up to an additional 10% of height may be added to the maximum permitted fence height in order to accommodate lots with irregular grade.**
5. All fences shall be consistent in appearance. Posts are to be separated by equal distances and constructed of fencing material conforming to a definite pattern in size.
6. All gates within any given type of fence shall be of the same material, design, type, height and color as the fence (e.g., a chain link gate may not be attached to a tubular metal fence).
7. No fence shall permanently preclude access to abutting properties for maintenance of the abutting properties. Gates or openings shall be required to be placed in locations where adjoining property owners may require access to the rear of their properties.
8. Gates shall not swing outward into the public right-of-way. Gates may only swing outward if they are set back far enough from a property line so as not to extend into the right-of-way at any point.
9. Where chain link is permitted in industrial zones, a one-inch non climbable vinyl clad fencing shall be used.
10. Wooden board-on-board fencing is recommended for screening and privacy in the rear and side yards, but may not be located between the building line and street line.
11. Solid or perforated, corrugated, or flat sheet metal is prohibited for use as fencing material.
12. Single ply, vinyl slats which are inserted diagonally are prohibited as screening material for fences.
13. Mechanical gates with overhead bars are prohibited.
14. Decorative front yard fences defining a front yard private space shall be provided if the predominant character of the block contains such fencing. The front yard fence must line up with the predominant fence line on the street. No encroachment beyond the predominant fence line shall be permitted.

15. Fences shall only be permitted within the public right-of-way provided such fences are consistent with the established fence line on the street. No fencing shall be permitted in the right-of-way solely for purposes of providing for off-street parking. Such fences must comply with the design standards outlined below.
16. If the fence application is part of any application in front of either Board, the reviewing Board shall review and approve or deny. If the threshold for Board review is not met, the City Planning staff shall review the application and report its findings to the Office of the Construction Code Official, ~~where upon~~ *whereupon* a construction permit may be issued.
 - a. All proposed fences in the public right-of-way must be either wrought iron, mild steel, tubular steel or aluminum, or a combination of brick columns and steel/iron fences. Fences shall be painted and maintained with a dark color to reduce visibility of rust.
 - b. Height restrictions. The height of bars and columns of fences constructed in the public right-of-way shall not exceed forty-eight (48) inches, as measured from finished grade to the top of the bars or columns.
 - c. Size and spacing material.
 - i. Minimum width of vertical bars – one-half inch
 - ii. Maximum spacing of bars – four inches
 - d. Freestanding gates. All freestanding gates must swing into the fenced area, not into the public right-of-way.
 - e. No fence in a right-of-way shall disturb any existing sidewalk.
 - f. The right-of-way inside the fence shall be landscaped.

City Clerk File No. Ord. 14.008
Agenda No. 3.H 1st Reading
Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.008

TITLE: ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 3 (ADMINISTRATION OF GOVERNMENT) ARTICLE VI (DEPARTMENT OF ADMINISTRATION) AND IMPLEMENTING ARTICLE XVIII (DEPARTMENT OF HUMAN RESOURCES) OF THE JERSEY CITY MUNICIPAL CODE

COUNCIL offered and moved adoption of the following Ordinance:

- A. The following amendments to Chapter 3 (Administration of Government) are hereby adopted:

ADMINISTRATION OF GOVERNMENT

ARTICLE I - Title; Definitions
ARTICLE II - Council
ARTICLE III - Mayor
ARTICLE IV - Administrative Units
ARTICLE V - Office of City Clerk
ARTICLE VI - Department of Administration
ARTICLE VII - Fiscal Year
ARTICLE VIII - Office of Assessments
ARTICLE IX - Department of Public Works
ARTICLE X - Department of Housing, Economic Development and Commerce
ARTICLE XI - Department of Public Safety
ARTICLE XII - Department of Health and Human Services
ARTICLE XIII - (Reserved)
ARTICLE XIV - Department of Law
ARTICLE XV - Department of Recreation
ARTICLE XVI - Agencies and Commissions
ARTICLE ~~XVIII~~ XVII - Fire Safety Manager
ARTICLE XVIII - Department of Human Resources

- B. The following amendments to Chapter 3 (Administration of Government) Article VI (Department of Administration) are hereby adopted:

ADMINISTRATION OF GOVERNMENT

ARTICLE VI

Department of Administration

§3-39. Through §3-41. No Change.

§3-42. Organization of Department.

The Department of Administration shall consist of the following divisions and offices:

- A. Division of Management and Budget.
- ~~[B. Division of Human Resources.]~~
- B. Office of Municipal Public Defender.
- C. Division of Purchasing and Central Services.
- D. Division of Communications.
- E. Reserved.
- F. Reserved.
- G. Division of Information Technology.
- H. Reserved.
- I. Reserved.
- J. Reserved.
- K. Reserved.
- L. Office of Utility Management.
- M. Division of Real Estate.
- N. Division of Economic Opportunity.
- O. Office of Risk Management.
- P. Division of Collections.
- Q. Division of Treasury and Debt Management.
- R. Division of Accounts and Control.
- ~~[T. Office of Pension.]~~
- ~~[U. Office of Payroll.]~~
- S. Division of Internal Audit.
- T. Office of Tax Abatement.

§3-43. Through §3-44. No Change.

~~[§3-45. Division of Human Resources.]~~

~~[A. Creation of the Division of Human Resources; Director in charge; qualifications of Director; functions:~~

~~There shall be a Division of Human Resources, the head of which shall be the Director of Human Resources. The Director shall, prior to his or her appointment, be qualified by training and experience in personnel management. In addition to the duties specified in this section, the Division of Human Resources shall be responsible for employee records and the administration of all federal, state, county and local public employment programs unless otherwise provided by law.~~

~~In consultation with the office of the Corporation Counsel, the Director of the Division shall:~~

- ~~(1) Design programs for the recruitment, selection and development of employment;~~
- ~~(2) Maintain liaison with state authorities engaged in enforcing personnel laws and regulations (Civil Service Department);~~
- ~~(3) Establish and maintains contact with officials and Department Directors;~~
- ~~(4) Participate actively in developing employment opportunities and operating policies;~~
- ~~(5) Coordinate recruitment announcements to optimize awareness of employment opportunities;~~
- ~~(6) Recommend review of job structures, employee evaluations, training and experience qualifications to improve entry and promotional opportunities;~~
- ~~(7) Keep abreast of developments and legislation regarding personnel policy and practices and ensures enforcement;~~
- ~~(8) Prepare clear, ethically sound, accurate and detailed reports containing findings, conclusions and recommendations.~~

(9) — Prepare and implements a comprehensive Personnel Policy and Procedure Manual.

(10) — Oversee the offices created hereunder.}]

[B. — Creation of Affirmative Action Compliance Office; duties. Within the Division of Human Resources there shall be an Affirmative Action Office that, under the Division Director, shall perform the following duties:

(1) — Establish an affirmative action liaison in each department.

(2) — Coordinate and establish affirmative action goals in each department.

(3) — Evaluate and prepare the City's Affirmative Action Plan.

(4) — Investigate and resolve complaints of discrimination from employees and applicants using state regulations concerning employment with the City.

(5) — Maintain liaison with federal and state authorities engaged in the enforcement of equal employment opportunity laws and regulations.

(6) — Maintain statistical data on the composition of the work force in compliance with the Civil Rights Act of 1964 and other mandated legislation, i.e., Equal Pay Act of 1963, Age Discrimination Act of 1978, Vietnam Veterans and Handicapped Acts.

(7) — Coordinate activities with the Personnel Division concerning employment, training and development programs which will tend to equalize employment opportunities for women and minorities.

(8) — Maintain a working liaison with equal employment opportunity program representatives of federal and state agencies to ensure compliance with the law.

(9) — Prepare clear, technically sound, accurate and detailed reports containing findings, conclusions and recommendations.}]

[C. — Creation of the Office of Pension; duties. There is hereby created within the Department of Administration, the Division of Human Resources, the Office of Pension, which shall perform the following duties:

(1) — Administer operations for all municipal employees.

(2) — Supervise the administration, but not the investment, of all pension funds of the city and retirements with respect thereto, including the Police and Fire Departments.

(3) — Application and execution of pension payments to retired employees, in accordance with the Noncontribution Pension Act, N.J.S.A. 43:8B-1 et seq., and all other pension programs within his or her jurisdiction, in addition to assisting and advising applicants in filing retirement applications.

(4) — Review retirement applications and personnel action forms prior to making recommendations to their respective Directors and pension supervisors as to the pension category in which the individual shall be placed.

(5) — Compile semimonthly pension payrolls for the municipal employees' pension fund and other statutory pension payments except for the police and fire fighter's pensions which shall be the responsibility of the Police and Fire Departments' fiscal officers.

(6) — Be the liaison between the City and the Public Employees' Retirement System (PERS) and the various pension funds, and compile data for enrollment into PERS in cases complying with established rules of that fund.

- (7) ~~Establish acceptable and workable records of all pension assessment collections with the approval of the Division of Accounts and Control; accept all moneys deducted from salaries of municipal employees who are members of all pension funds and deposit the same; and prepare monthly financial reports and transmittals to the New Jersey PERS, together with a quarterly financial report.~~
- (8) ~~Arrange for physical examinations in accordance with the various pension acts; receive medical reports from physicians; and in certain cases establish and maintain a record for the purpose of reducing pension payments in certain cases where social security integration is part of their pension.~~
- (9) ~~Prepare annual budgets for the semimonthly pension payments to all pensioners whose names are carried on the rolls of the city; prepare salary budget and budget for the office supplies for proper maintenance of the Division of Pension, together with all duties pertinent to the enrollment and retirement of all employees of the city with exception of uniform police and firemen.~~
- (10) ~~Advise and make recommendations for retirements and act as the certifying agent for the Social Security Administration.]~~

~~[The Pension Commission of the Employees' Retirement System of the City is continued within the Department of Administration and shall be constituted and have the functions, powers and duties as provided by law (N.J.S.A. 43:13-22.50 et seq.).]~~

~~[D. Creation of the Office of Payroll; duties. There is hereby created within the Department of Administration the Division of Human Resources, the Office of Payroll, which shall perform the following duties:~~

- (1) ~~Administer payroll operations for all municipal employees.~~
- (2) ~~Administer a centralized timekeeping system for city employees.~~
- (3) ~~Provide for the use and installation of a central payroll system.]~~

§3-46. Through §3-60.8. No Change.

C. The following amendments to Chapter 3 (Administration of Government) Article XVIII (Department of Human Resources) are hereby adopted:

ADMINISTRATION OF GOVERNMENT
ARTICLE XVIII
Department of Human Resources

§3-134. Department of Human Resources; created; head; divisions.

There shall be a Department of Human Resources, the head of which shall be the Director of Human Resources. The Director shall, prior to his or her appointment, be qualified by training and experience in personnel management. In addition to the duties specified in this section, the Department of Human Resources shall be responsible for the proper and efficient administration of all human resources functions. In that capacity, the department shall oversee each division under this section, shall be responsible for the proper administration of employee records, and the administration of all federal, state, county and local public employment programs unless otherwise provided by law, and shall provide technical advice and service to other departments as needed.

§3-135. Organization of Department.

A. Within the Department of Human Resources there shall be the following divisions and offices:

- (1) Division of Workforce Management.
- (2) Office of Affirmative Action.
- (3) Division of Health Benefits.
- (4) Division of Pension.
- (5) Division of Payroll.

§3-136. Division of Workforce Management; duties.

- A. Creation of the Division of Workforce Management; Director of the Division of Workforce Management in charge; qualifications. Within the Department of Human Resources there shall be a Division of Workforce Management, the head of which shall be the Director of the Division of Workforce Management. The Director of the Division of Workforce Management shall, prior to his or her appointment, be qualified by training or experience in the administration of governmental or large corporate personnel management, which shall be under the direct supervision of the Director of the Department of Human Resources.

In addition to the duties specified in the section, the Division of Workforce Management shall be responsible for employee records and the administration of all federal, state, county and local public employment programs, unless otherwise provided by law.

The Division of Workforce Management shall have the following duties:

- (1) Design programs for the recruitment, selection and development of employment.
- (2) Maintain liaison with state authorities engaged in enforcing personnel laws and regulations (Civil Service Department).
- (3) Establish and maintain contact with City officials and Department Directors.
- (4) Participate actively in developing employment opportunities and operating policies.
- (5) Coordinate recruitment announcements to optimize awareness of employment opportunities.
- (6) Recommend review of job structures, employee evaluations, training and experience qualifications to improve entry and promotional opportunities.
- (7) Keep abreast of developments and legislation regarding personnel policy and practices and ensure enforcement.
- (8) Prepare and implement a comprehensive Personnel Policy and Procedure Manual.
- (9) Oversee the offices created hereunder and perform such other duties as may be assigned from time to time.

§3-137. Office of Affirmative Action; duties.

- A. Creation of Affirmative Action Compliance Office; duties. Within the Division of Workforce Management there shall be an Affirmative Action Office that, under the Division Director, shall perform the following duties:

- (1) Establish an affirmative action liaison in each department.
- (2) Coordinate and establish affirmative action goals in each department.
- (3) Evaluate and prepare the City's Affirmative Action Plan.

- (4) Investigate and resolve complaints of discrimination from employees and applicants using state regulations concerning employment with the City.
- (5) Maintain liaison with federal and state authorities engaged in the enforcement of equal employment opportunity laws and regulations.
- (6) Maintain statistical data on the composition of the work force in compliance with the Civil Rights Act of 1964 and other mandated legislation, i.e., Equal Pay Act of 1963, Age Discrimination Act of 1978, Vietnam Veterans and Handicapped Acts.
- (7) Coordinate activities with the Workforce Management Division concerning employment, training and development programs which will tend to equalize employment opportunities for women and minorities.
- (8) Maintain a working liaison with equal employment opportunity program representatives of federal and state agencies to ensure compliance with the law.
- (9) Prepare clear, technically sound, accurate and detailed reports containing findings, conclusions and recommendations.

§3-138. Division of Health Benefits: duties.

A. Creation of the Division of Health Benefits: Supervisor in charge: qualifications. There shall be created within the Department of Human Resources a Division of Health Benefits, the head of which shall be the Supervisor of the Division of Health Benefits. The Supervisor of the Division of Health Benefits shall, prior to his or her appointment, be qualified by training or experience in the administration of governmental or large corporate health benefits plans, which shall be under the direct supervision of the Director of the Department of Human Resources and which shall have the following duties:

- (1) Design programs for the selection and development of health benefits plan.
- (2) Maintain liaison with state authorities engaged in enforcing health benefits laws and regulations (Civil Service Department).
- (3) Establish and maintain contact with City officials and Department Directors.
- (4) Participate actively in developing operating policies.
- (5) Coordinate announcements to optimize awareness of health benefits.
- (6) Coordinate the implementation of an active employee medical health benefits plan and a retiree medical and health benefits plan.
- (7) Keep abreast of developments and legislation regarding health benefits policy and practices and ensure enforcement.
- (8) Prepare and implements a comprehensive Health Benefits Policy and Procedure Manual.
- (9) Perform such other duties as may be assigned from time to time.

§3-139. Division of Pension: duties.

A. Creation of the Division of Pension: Supervisor in charge: qualifications. There is hereby created within the Department of Human Resources a Division of Pension, the head of which shall be the Supervisor of the Division of Pension. The Supervisor of the Division of Pension shall, prior to his or her appointment, be qualified by training or experience in the administration of governmental or large corporate employee pension plans, which shall be

under the direct supervision of the Director of the Department of Human Resources and which shall have the following duties:

- (1) Administer operations for all municipal employees.
- (2) Supervise the administration, but not the investment, of all pension funds of the city and retirements with respect thereto, including the Police and Fire Departments.
- (3) Application and execution of pension payments to retired employees, in accordance with the Noncontribution Pension Act, N.J.S.A. 43:8B-1 et seq., and all other pension programs within his or her jurisdiction, in addition to assisting and advising applicants in filing retirement applications.
- (4) Review retirement applications and personnel action forms prior to making recommendations to their respective Directors and pension supervisors as to the pension category in which the individual shall be placed.
- (5) Compile semimonthly pension payrolls for the municipal employees' pension fund and other statutory pension payments except for the police and fire fighter's pensions which shall be the responsibility of the Police and Fire Departments' fiscal officers.
- (6) Be the liaison between the City and the Public Employees' Retirement System (PERS) and the various pension funds, and compile data for enrollment into PERS in cases complying with established rules of that fund.
- (7) Establish acceptable and workable records of all pension assessment collections with the approval of the Division of Accounts and Control; accept all moneys deducted from salaries of municipal employees who are members of all pension funds and deposit the same; and prepare monthly financial reports and transmittals to the New Jersey PERS, together with a quarterly financial report.
- (8) Arrange for physical examinations in accordance with the various pension acts; receive medical reports from physicians; and in certain cases establish and maintain a record for the purpose of reducing pension payments in certain cases where social security integration is part of their pension.
- (9) Prepare annual budgets for the semimonthly pension payments to all pensioners whose names are carried on the rolls of the city; prepare salary budget and budget for the office supplies for proper maintenance of the Division of Pension, together with all duties pertinent to the enrollment and retirement of all employees of the city with exception of uniform police and firemen.
- (10) Advise and make recommendations for retirements and act as the certifying agent for the Social Security Administration.

B. The Pension Commission of the Employees' Retirement System of the City is continued within the Department of Administration and shall be constituted and have the functions, powers and duties as provided by law (N.J.S.A. 43:13-22.50 et seq.).

§3-140. Division of Payroll; duties.

A. Creation of the Division of Payroll: Supervisor in charge; qualifications. There is hereby created within the Department of Human Resources a Division of Payroll, the head of which shall be the Supervisor of the Division of Payroll. The Supervisor of the Division of Payroll shall, prior to his or her appointment, be qualified by training or experience in the administration of governmental or large corporate payroll operations, which shall be under the direct supervision of the Director of the Department of Human Resources and which shall have the following duties:

- (1) Administer payroll operations for all municipal employees.
- (2) Administer a centralized timekeeping system for city employees.
- (3) Provide for the use and installation of a central payroll system.
- D. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- E. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- F. This ordinance shall take effect at the time and in the manner as provided by law; however, the amendments to Section 3.72 (B) and (E), Division of Sanitation, concerning garbage disposal and solid waste/recycling shall only take effect should the Municipal Council decide to dissolve the Jersey City Incinerator Authority and the dissolution is approved by the Local Finance Board pursuant to N.J.S.A. 40A:5A-20.
- G. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

Note: All new material is underlined; words in [brackets] are omitted.
For purposes of advertising only, new matter is **boldface** and repealed matter by *italics*.

DJ/he
12/16/13

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

An Ordinance Amending and Supplementing Chapter 3 (Administration of Government) Article VI (Department of Administration) and Implementing Article XVIII (Department of Human Resources) of the Jersey City Municipal Code.

Initiator

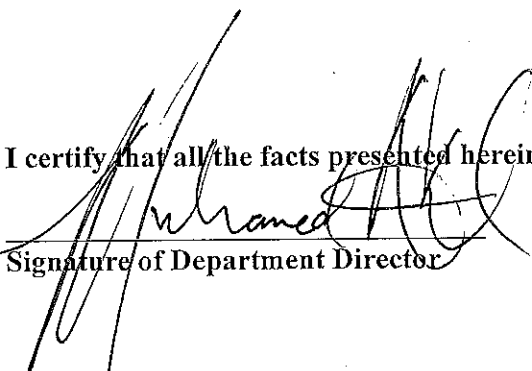
Department/Division	Office of the Mayor	Office of the Mayor
Name/Title	Muhammed Akil	Chief of Staff
Phone/email	(201) 547-4306	muhammeda@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The administration of Pension, Payroll, Workforce Management (Personnel) and Health Benefits impact every employee in the City. These offices drive all new hires, ensure compliance with state and federal laws, coordinate pension plans and health benefits for all City workers and their families. Because of the nature and importance of this work, it deserves departmental status. This ordinance is part of ongoing efforts to reorganize the administration of government with the objective of creating uniformity, efficiency, and continued professional delivery of vital services. In creating the Department of Human Resources, Jersey City is incorporating a national trend in local governance that will deliver a higher standard of performance for the City of Jersey City's workforce and their families.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date